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First Revised Sheet No. 0 Quest Pipelines (KPC): Second Revised Volume No. 1
First Revised Sheet No. 0
Superseding: Original Sheet No. 0

FERC GAS TARIFF

SECOND REVISED VOLUME NO. 1
(Supersedes First Revised Volume No. 1)

Of

QUEST PIPELINES (KPC)

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

Quest Pipelines (KPC) ("KPC") is a natural gas company engaged in the business of transporting natural gas. KPC provides service to a variety of Shippers in the territory traversed by its pipeline system in the States of Kansas, Missouri, and Oklahoma. Its main transmission line extends in a northeasterly direction from its principal sources of supply in the States of Oklahoma and Kansas into the State of Missouri.

The transportation of natural gas is undertaken by KPC only under written contracts acceptable to the company after consideration of its commitments to others, delivery capacity, and other pertinent factors.

This FERC Gas Tariff is filed in compliance with Part 154, Subpart E, and Part 284, Subpart A, Chapter 1, Title 18 of the Code of Federal Regulations.

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SYSTEM MAP

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SYSTEM MAP

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SYSTEM MAP

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SYSTEM MAP

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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun
Zone 1	\$4.5917	\$0.0157	\$0.0157	\$0.1666
Zone 2	\$3.9198	\$0.0086	\$0.0086	\$0.1375
Zone 3	\$4.8665	\$0.0090	\$0.0090	\$0.1690

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1666	\$0.1375	\$0.1690

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

No maximum rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which KPC is notified of the release.

The rates for Zone 1, as shown herein, include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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Second Revised Sheet No. 22 Second Revised Sheet No. 22

Superseding: First Revised Sheet No. 22

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE FT (continued)
FIRM TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate \$ 0.0019

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NEGOTIATED RATES

Inc. FIRM TRANSPORTATION SERVICE FOR KANSAS GAS SERVICE, A Division of ONEOK,

Points of Shipper Delivery	Rate Schedule	Negotiated Reservation Rate (1,2,3)	Negotiated Commodity Rate	MDQ in Dth	Contract (4) Termination Date	Point(s) of Receipt
1. Kansas Gas Service (18,538/d) Wichita - #20207	FT	8.5092 (21,100/d)	0.0243	21,100	10/31/2009	Transok - #10500 Buffalo (ANR) - #10105
(2,562/d)						
2. Kansas Gas Service (35,000/d) I-70 - #30202	FT-NN	8.7722 (19,510/d)	0.0176	35,000	10/31/2009	Mastergas - #20102
KCT - #30201 (9,508/d)						
Lenexa - #30205 (5,056/d)						
Fahey - #30212 (926/d)						
3. Kansas Gas Service (6,900/d) Ottawa - #30206	FT-NN	4.8549 (6,900/d)	0.0090	6,900	9/30/2017	Mastergas - #20102
4. Kansas Gas Service (27,568/d) I-70 - #30202	FT	13.3641 (15,367/d)	0.0333	27,568	10/31/2009	Transok - #10500
KCT - #30201 (7,489/d)						
Lenexa - #30205 (3,983/d)						
Fahey - #30212 (729/d)						
5. Kansas Gas Service (6,857/d) Paola - #30218	FT-NN	8.7722 (3,796/d)	0.0176	6,857	3/31/2017	Mastergas - #20102
Osawatomie - #30219 (3,061/d)						

See accompanying Notes 1, 2, 3 and 4 on the currently effective Sheet No. 25 which are a part of the negotiated rates stated above.

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First Revised Sheet No. 25 First Revised Sheet No. 25
Superseding: Original Sheet No. 25

NEGOTIATED RATES

FIRM TRANSPORTATION SERVICE FOR KANSAS GAS SERVICE
(Continued)

Note 1: The Negotiated Rates set forth on the currently effective Sheet No. 24 shall remain effective through the contract expiration dates set forth above, subject to the Negotiated Reservation Rate adjustments to become effective November 1, 2006, as set forth in Note 2 below. The Negotiated Rates shall not be adjusted upward or downward to reflect any other rates, charges, surcharges, or assessments, of any kind, or any increases or decreases in KPC's rates, that may be approved by the FERC during the term of the contracts, except for: (i) the adjustment effective November 1, 2006, as reflected in Note 2 below; (ii) revisions to the Annual Charge Adjustment, or comparable assessments, pursuant to Section 17 of the General Terms and Conditions of this Tariff; (iii) adjustments in fuel reimbursement percentage, or comparable assessments, pursuant to Section 23 of the General Terms and Conditions of this Tariff; and (iv) the addition of any surcharges authorized by the Commission for interstate pipelines within its jurisdiction, without subjecting any individual pipeline to a review of overall costs and revenues, which permit the recovery, through a separate surcharge, of an element of cost otherwise reflected in an overall cost of service in support of Recourse Rates; provided, however, that KPC may add such surcharges to the Negotiated Rates set forth on the currently effective Sheet No. 24 if, and only if, the Commission's authorization of such surcharge is made applicable to interstate pipelines within its jurisdiction which had previously agreed to fixed rate or Negotiated Rate contracts.

Note 2: The Negotiated Reservation Rate includes Kansas Gas Service's allocable share of the November 1, 2006 increase in the Enogex lease payments. Effective November 1, 2006, the Negotiated Reservation Rate under Contract No. 2 (21,100dth) and No. 5 (27,568dth) was increased to \$8.5092 and \$13.3641, respectively, pursuant to Commission approval.

Note 3: Kansas Gas Service's allocable share of any credits resulting from Section 24.5 of the General Terms and Conditions of this Tariff shall be reduced by twenty percent (20%), and KPC shall retain such amounts.

Note 4: The contracts listed do not deviate in any material respect from the Form of Service Agreement in this Tariff.

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Sheet Nos. 26 - 36 Sheet Nos. 26 - 36 : Effective

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Fourth Revised Sheet No. 37 Fourth Revised Sheet No. 37
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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun
Zone 1	\$4.5917	\$0.0157	\$0.0157	\$0.1666
Zone 2	\$3.9198	\$0.0086	\$0.0086	\$0.1375
Zone 3	\$4.8665	\$0.0090	\$0.0090	\$0.1690

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1666	\$0.1375	\$0.1690

No maximum rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which KPC is notified of the release.

The rates for Zone 1, as shown herein, include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE FT-NN (Continued)
NO NOTICE FIRM TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate \$ 0.0019

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Sheet Nos. 39 - 46 Sheet Nos. 39 - 46 : Effective

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Superseding: Substitute Second Revised Sheet No. 47

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate
Zone 1	\$0.1666	\$0.0157
Zone 2	\$0.1375	\$0.0086
Zone 3	\$0.1690	\$0.0090

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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Second Revised Sheet No. 48 Second Revised Sheet No. 48
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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate \$ 0.0019

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FERC Docket: RP10-394-000

Third Revised Sheet No. 49 Third Revised Sheet No. 49
Superseding: Substitute Second Revised Sheet No. 49

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE SCT
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun
Zone 1	\$0.3930	\$0.0157	\$0.3930
Zone 2	\$0.3308	\$0.0086	\$0.3308
Zone 3	\$0.4090	\$0.0090	\$0.4090

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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Second Revised Sheet No. 50 Second Revised Sheet No. 50

Superseding: First Revised Sheet No. 50

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE SCT
SMALL CUSTOMER TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate \$0.0019

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FERC Docket: RP10-394-000

Third Revised Sheet No. 51 Third Revised Sheet No. 51
Superseding: Substitute Second Revised Sheet No. 51

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE SCT-NN
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun
Zone 1	\$0.3930	\$0.0157	\$0.3930
Zone 2	\$0.3308	\$0.0086	\$0.3308
Zone 3	\$0.4090	\$0.0090	\$0.4090

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE SCT-NN
NO NOTICE SMALL CUSTOMER TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$0.0019
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CURRENTLY EFFECTIVE RATES
RATE SCHEDULE PAL
PARK AND LOAN SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

Commodity Rate

Maximum Commodity Rate	Minimum Commodity Rate
\$0.2595	\$0.0000

The rates shown herein include the Enogex Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Enogex Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Maximum Commodity Rate.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-394-000

Original Sheet No. 57 Original Sheet No. 57

CURRENTLY EFFECTIVE RATES
FUEL REIMBURSEMENT PERCENTAGES

	Fuel Reimbursement ^{1/}	
	Apr 10-Oct 10	Nov 10-March 11
Zone 1 ^{2/}	0.0000%	0.0000%
Zone 2	1.2531%	1.0754%
Zone 3	0.5533%	0.5139%

1/ Compressor fuel, lost and unaccounted for gas. Fuel Reimbursement rates are additive. A Shipper transporting gas through more than one zone shall pay the applicable fuel rates for each Zone.

2/ The Fuel Reimbursement Percentages applicable to Zone 1 do not include fuel and/or lost and unaccounted for amounts assessed under the Enogex Lease as defined and described in Section 15 of the General Terms and Conditions of this Tariff. Shippers shall be responsible for actual fuel and/or lost and unaccounted for amounts assessed under the Enogex Lease. Fuel and lost and unaccounted for amounts billed to KPC under the Enogex Lease shall be passed-through and charged to Shippers whose transactions caused the amounts to be incurred.

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Sheet Nos. 58 - 60 Sheet Nos. 58 - 60

Reserved for Future Use

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 61 Original Sheet No. 61 : Effective

RATE SCHEDULE FT-NN
FIRM TRANSPORTATION, NO NOTICE SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by KPC for any party (hereinafter called "Shipper"):

- (a) which has executed a Service Agreement in the form prescribed under KPC's Tariff for service under this Rate Schedule;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to KPC for delivery by KPC for the account of Shipper;
- (c) which receives such Gas from KPC at a physical point(s) of Delivery without regard as to whether such point of delivery is equipped with a Flow Control Device;

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on KPC's system, subject to the General Terms And Conditions herein and the further provisions of the Service Agreement.

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First Revised Sheet No. 62 First Revised Sheet No. 62
Superseding: Original Sheet No. 62

RATE SCHEDULE FT-NN (continued)
FIRM TRANSPORTATION, NO NOTICE SERVICE

The service provided by KPC under this Rate Schedule consists of the receipt of Natural Gas by KPC at Primary and Secondary Point(s) of Receipt located KPC's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at Primary Point(s) of Delivery located on KPC's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement. The MDCQ may vary during the term of the Service Agreement (e.g., by month, season or year(s)).

Service at the Primary and Secondary Point(s) of Receipt and Primary Point(s) Of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall KPC be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

Unless KPC and Shipper execute a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, the rates and charges for service under this Rate Schedule FT-NN shall be as follows:

3.1 Transmission Charge

If Shipper designates a Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of KPC's system, Shipper shall pay a Monthly Transmission Charge which consists of a reservation component and a commodity component.

Original Sheet No. 63 Original Sheet No. 63 : Effective

RATE SCHEDULE FT-NN (continued)
FIRM TRANSPORTATION, NO NOTICE SERVICE

- (a) The reservation component of the Transmission Charge shall be the product of the MDCQ times the applicable Transmission reservation rates per Dt. as set forth on the effective Tariff Sheet Nos. 37 and 38. The reservation component shall be pro-rated for the first and last contract Months to adjust for the number of Days during those Months service was available.
- (b) The commodity component of the Transmission Charge shall be the product of the actual Quantity of Gas delivered during the Month times the applicable Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 37 and 38.
- (c) If both the Point(s) of Receipt or a Point(s) of Delivery are located within the same Zone, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 37 and 38 for service within the same Zone only; if the Point(s) of Receipt or a Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

3.2 ACA and Other Charges

Shipper shall pay all ACA and Other Charges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Overrun Charges

- (a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service

RATE SCHEDULE FT-NN (continued)
FIRM TRANSPORTATION, NO NOTICE SERVICE

hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 37 and 38.

(b) Takes in Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty-four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 37 and 38, in addition to any other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of KPC's system, KPC may issue an Operational Flow Order (OFO) or declare an extreme conditions situation as to that portion of the System by notifying Shippers through the IEC System and telephone or facsimile communication. Once declared this situation shall continue until KPC notifies Shippers to the contrary. During an extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms and Conditions.

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First Revised Sheet No. 65 First Revised Sheet No. 65
Superseding: Original Sheet No. 65

RATE SCHEDULE FT-NN (continued)
FIRM TRANSPORTATION, NO NOTICE SERVICE

3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 37 and 38 shall be the applicable Maximum Rate(s) set forth thereon.

3.5 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet No. 57 for service hereunder.

3.6 Balancing Charges

KPC shall schedule each Shipper's Nominations in accordance with Section 8 of the General Terms and Conditions of this Tariff. The daily scheduling charges provided for in Section 12.11(g) of this General Terms and Conditions of this Tariff shall not be applicable under this rate schedule, up to the MDCQ at the applicable primary delivery points.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable overrun charges and all applicable surcharges.

5. HOURLY DELIVERIES

Subject to the provisions of KPC's General Terms and Conditions and this Rate Schedule, Shipper may receive from KPC in any hour such Quantities

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Original Sheet No. 66 Original Sheet No. 66 : Effective

RATE SCHEDULE FT-NN (continued)
FIRM TRANSPORTATION, NO NOTICE SERVICE

of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery as long as such Quantities of Gas are being delivered to KPC by Shipper at each Primary and Secondary Point(s) of Receipt. KPC shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

6. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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Original Sheet No. 67 Original Sheet No. 67 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by KPC for any party (hereinafter called "Shipper"):

- (a) which is a municipality or a small distribution company engaged in the resale of Natural Gas;
- (b) which has executed a Service Agreement in the form prescribed under KPC's FERC Gas Tariff for service under this Rate Schedule for a Maximum Daily Contract Quantity (MDCQ) not to exceed 5,000 Dt. Per Day;
- (c) which receives Natural Gas or causes Natural Gas to be delivered to KPC for delivery by for the account of Shipper;
- (d) which receives Natural Gas from KPC at a physical Point(s) of Delivery; and
- (e) which transports its total system requirements under this Rate Schedule, provided, however, that on any Day Shipper has taken its Maximum Daily Contract Quantity, Shipper may receive additional Quantities under Rate Schedule IT, or pursuant to a Release Agreement under Section 14 of the General Terms and Conditions.

A Shipper with an executed Service Agreement under this Rate Schedule shall have its service and Service Agreement automatically converted to service and form of agreement under Rate Schedule FT effective as of the date any Gas Service is received through such Shipper's facilities other than under this Rate Schedule, except as provided in (e) above, or unless agreed to by KPC.

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Original Sheet No. 68 Original Sheet No. 68 : Effective

RATE SCHEDULE SCT-NN (Continued)
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on KPC's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by KPC under this Rate Schedule consists of the receipt of Natural Gas by KPC at Primary and Secondary Point(s) of Receipt located on KPC's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Primary Point(s) of Delivery located on KPC's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement (not to exceed 5,000 Dt. Per day) on a basis consistent with Section 5 hereof.

Service at the Primary and Secondary Point(s) of Receipt and Primary Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

Release Capacity services are not available under this Rate Schedule.

In no event shall KPC be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

Unless KPC and Shipper execute a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, the rates and charges for SCT-NN Service under this Rate Schedule shall be as follows:

RATE SCHEDULE SCT-NN (Continued)
SMALL CUSTOMER TRANSPORTATION NO NOTICE SERVICE

3.1 Transmission Charge

If Shipper designates Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of KPC's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 51 and 52. If both Point(s) of Receipt and the Point(s) of Delivery are located within the same Zone, or, the Rate Schedule identifies a specific Delivery Point, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 51 through 55 for service within the one Zone or Delivery Point only; if the Point(s) of Receipt and the Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in each Zone.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under these Rate Schedules from time to time.

3.3 Overrun Charges

(a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper Takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 51 and 52.

RATE SCHEDULE SCT-NN (continued)
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

(b) Takes in Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 51 and 52, in addition to the Applicable commodity rates and other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of KPC's system, KPC may issue an (OFO) or declare an extreme conditions situation as to that portion of the system by notifying Shippers through the EBB System and telephone or facsimile communication. Once these situations are in effect, they shall continue until KPC notifies Shippers to the contrary. During an OFO or extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms and Conditions.

3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective FERC Tariff Sheet Nos. 51 and 52 shall be the applicable Maximum Rate(s) set forth thereon. If an amount less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such amount shall be applicable prospectively.

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RATE SCHEDULE SCT-NN (continued)
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

3.5 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet No. 57 for service hereunder.

3.6 Balancing Charges

KPC shall schedule each Shipper's nominations in accordance with Section 8 of the General Terms and Conditions of this Tariff. The daily scheduling charges provided for in Section 12.11(g) of this General Terms and Conditions of this Tariff shall not be applicable under this rate schedule, up to the MDCQ at the applicable primary delivery points.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus all applicable surcharges.

5. HOURLY DELIVERIES

Subject to the provisions of KPC's General Terms and Conditions and this Rate Schedule, Shipper may receive from KPC in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery as long as such Quantities of Gas are being delivered to KPC by Shipper at each primary and secondary point(s) of Receipt. KPC shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

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RATE SCHEDULE SCT-NN (continued)
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

6. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

7. GENERAL TERMS AND CONDITIONS

Except as provided for herein, the General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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Superseding: Original Sheet No. 73

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by KPC for any party (hereinafter called "Shipper"):

- (a) which has executed a Service Agreement in the form prescribed under KPC's FERC Gas Tariff for service under these Rate Schedules;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to KPC for delivery by KPC for the account of Shipper; and
- (c) which receives such Gas from KPC at a physical Point(s) of Delivery equipped with a Flow Control Device.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on KPC's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by KPC under this Rate Schedule consists of the receipt of Natural Gas by KPC at Point(s) of Receipt located on KPC's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at Point(s) of Delivery located on KPC's system and specified in the executed Service Agreement on a uniform hourly basis up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement. The MDCQ may vary during the term of the Service Agreement (e.g., by month, season or year(s)).

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RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE

Service at the primary and secondary Point(s) of Receipt And Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall KPC be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

Unless KPC and Shipper execute a Negotiated Rate Agreement pursuant to Section 26 of the General Terms And Conditions of this Tariff, the rates and charges for service under these Rate Schedules shall be as follows:

3.1 Transmission Charge

If Shipper designates a Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of KPC's system, Shipper shall pay a Monthly Transmission Charge which consists of a reservation component and a commodity component.

- (a) The reservation component of the Transmission Charge shall be the product of the MDCQ times the applicable Transmission reservation rates per Dt. as set forth on the effective Tariff Sheet Nos. 21 through 25. The reservation component shall be pro-rated for the first and last contract Months to adjust for the number of Days during those Months service was available.
- (b) The commodity component of the Transmission Charge shall be the product of the actual Quantity of Gas delivered during the Month times the applicable Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 21 through 25.
- (c) If both the Point(s) of Receipt and the Point(s) of Delivery are located within the same Zone, the applicable rates shall

Original Sheet No. 75 Original Sheet No. 75 : Effective

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE

be as set forth on the effective Tariff Sheet Nos. 21 and 22 for service within the same Zone only; if the Point(s) of Receipt and the Point(s) of Delivery are located in different zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

3.2 ACA and Other Charges

Shipper shall pay all ACA and other charges specified in the General Terms and Conditions or which otherwise may be applicable to service under these Rate Schedules from time to time.

3.3 Overrun Charges

(a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 21 and 22.

(b) Takes In Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following

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RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE

notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty-four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 21 and 22, in addition to the applicable commodity rates and other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of KPC's system, KPC may issue an Operational Flow Order (OFO) or declare an extreme conditions situation as to that portion of the system by notifying Shippers through the EBB System and telephone or facsimile communication. Once declared this situation shall continue until KPC notifies Shippers to the contrary. During an extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms And Conditions.

3.4 Range of Rates

Unless otherwise agreed to in writing by Shipper and KPC, any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 21 and 22 shall be the applicable Maximum Rate(s) set forth thereon. If an amount less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such amount shall be applicable prospectively.

3.5 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet No. 57 for service hereunder.

RATE SCHEDULE FT (Continued)
FIRM TRANSPORTATION SERVICE

3.6 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions, then such balancing charges shall also be applicable.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable overrun and Balancing charges, plus all applicable ACA and other charges.

5. HOURLY DELIVERIES

Shipper shall deliver or cause to be delivered Natural Gas for the account of Shipper on a uniform hourly basis as nearly as practicable. Subject to the provisions of KPC's General Terms and Conditions and this Rate Schedule, Shipper may receive from KPC in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery. KPC shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

6. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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Original Sheet No. 78 Original Sheet No. 78 : Effective

RATE SCHEDULE SCT
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by KPC for any party (hereinafter "Shipper"):

- (a) which is a municipality or a small distribution company engaged in the resale of Natural Gas;
- (b) which has executed a Service Agreement in the form prescribed under KPC's FERC Gas Tariff for service under this Rate Schedule for a Maximum Daily Contract Quantity (MDCQ) not to exceed 5,000 Dt. per Day;
- (c) which delivers Natural Gas or causes Natural Gas to be delivered to KPC for delivery by KPC for the account of Shipper; and
- (d) which receives such Gas from KPC at a physical Point(s) of Delivery; and
- (e) which transports its total system requirements under this Rate Schedule, provided, however, that on any Day Shipper has taken its Maximum Daily Contract Quantity, Shipper may receive additional Quantities under Rate Schedule IT, or pursuant to a Release Agreement under Section 14 of the General Terms and Conditions.

This service is available for firm service at a Point(s) Of Delivery without regard to the presence of a Flow Control Devise.

A Shipper with an executed Service Agreement under this Rate Schedule shall have its service and Service Agreement automatically converted to service and form of agreement under Rate Schedule FT effective as of the date any Gas Service is received through such Shipper's facilities other than under this Rate Schedule, except as provided in (e) above, or unless agreed to by KPC.

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RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on KPC's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement. The service provided by KPC under this Rate Schedule consists of the receipt of Natural Gas by KPC at the Point(s) of Receipt located on KPC's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Point(s) of Delivery located on KPC's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement (not to exceed 5,000 Dt. per day) on a basis consistent with Section 5 hereof.

Service provided at the primary and secondary Point(s) of Receipt and Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall KPC be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

Unless KPC and Shipper execute a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, the rates and charges for SCT service under this Rate Schedule shall be as follows:

3.1 Transmission Charge

If Shipper designates Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of KPC's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 49 and 50. If both the Point(s) of Receipt and the Point(s) of Delivery are located within the same zone, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 49 and 50 for service within the one Zone only; if the

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Original Sheet No. 80 Original Sheet No. 80 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE

Point(s) of Receipt and the Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in each Zone.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Overrun Charges

(a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable commodity charges and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 49 and 50.

(b) Takes In Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such Hourly limitation for any hour during the next twenty-four (24) hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet No. 49 and 50 in addition to the applicable commodity rates and other applicable charges.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-394-000

First Revised Sheet No. 81 First Revised Sheet No. 81
Superseding: Original Sheet No. 81

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE

- (c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of KPC's system, KPC may issue an OFO or an extreme condition situation as to that portion of the system by notifying Shippers through the EBB System and telephone or facsimile communication. Once these situations are in effect, they shall continue until KPC notifies Shippers to the contrary. During an OFO or extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms and Conditions.

3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective FERC Tariff Sheet Nos. 49 and 50 shall be the applicable Maximum Rate(s) set forth thereon. If an amount less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such amount shall be applicable prospectively.

3.5 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet No. 57 for service hereunder.

3.6 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions, then such balancing charges shall also be applicable.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 82 Original Sheet No. 82 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus all applicable surcharges.

5. HOURLY DELIVERIES

Shipper shall deliver or cause to be delivered Natural Gas for the account of Shipper on a uniform hourly basis as nearly as practicable. Subject to the provisions of KPC's General Terms and Conditions and this Rate Schedule, Shipper may receive from KPC in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery. KPC shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

6. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 83 Original Sheet No. 83 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation performed by KPC for any party (hereinafter called Shipper):

- (a) which has executed a Service Agreement in the form prescribed under KPC's FERC Gas Tariff for service under this Rate Schedule;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to KPC for delivery by KPC for the account of Shipper; and
- (c) which receives such Gas from KPC at a physical Point(s) of Delivery equipped with a Flow Control Device.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the Interruptible Transportation of Natural Gas on KPC's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by KPC under this Rate Schedule consists of the receipt of Natural Gas by KPC at Point(s) of Receipt located KPC's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Point(s) of Delivery located on KPC's system and specified in the executed Service Agreement on a uniform hourly basis up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement, subject to the availability of capacity.

In no event shall KPC be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-394-000

First Revised Sheet No. 84 First Revised Sheet No. 84
Superseding: Original Sheet No. 84

RATE SCHEDULE IT (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES

Unless KPC and Shipper execute a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, the rates and charges for interruptible service under this Rate Schedule shall be as follows:

3.1 Transmission Charge

If Shipper designates interruptible Point(s) of Receipt or interruptible Point(s) of Delivery on the transmission portion of KPC's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet No. 47. If the Point(s) of Receipt and the Point(s) of Delivery are located in different zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 47 and 48 shall be the applicable Maximum Rate(s) set forth thereon.

3.4 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel Usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet No. 57 for service hereunder.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 85 Original Sheet No. 85 : Effective

RATE SCHEDULE IT (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

3.5 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions, then such balancing charges shall also be applicable.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable balancing charges plus all applicable surcharges.

5. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 86 Original Sheet No. 86 : Effective

RATE SCHEDULE PS
Pipeline Sales Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from KPC under the blanket certificate of public convenience and necessity granted to KPC pursuant to the C.F.R. Section 284.284(a) and the order of the Federal Energy Regulatory Commission ("Commission") issued October 3, 1997 in Docket No. CP96-152-000, et al. Service under this Rate Schedule PS shall be available to any gas purchaser ("Buyer") pursuant to such blanket certificate and with which KPC has entered into a Sales Service Agreement pursuant to this Rate Schedule PS.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all deliveries hereunder.
- 2.2 Deliveries of natural gas under this Rate Schedule shall be made at Point(s) of Receipt on KPC's pipeline system.

3. RATES AND CHARGES

Buyer shall pay KPC each month as invoiced the sum of the charges set forth or referenced in Article III of Buyer's PS Service Agreement.

4. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

5. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

6. ABANDONMENT

As provided in Section 284.285 of the Commission's regulations, abandonment of service under this Rate Schedule has been pregranted abandonment. All of the General Terms and Conditions of KPC's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's PS Service Agreement are hereby made a part hereof.

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 87 Original Sheet No. 87 : Effective

RATE SCHEDULE PS
Pipeline Sales Service

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of KPC's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's PS Service Agreement are hereby made a part hereof.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 88 Original Sheet No. 88 : Effective

RATE SCHEDULE SCS
SMALL CUSTOMER SALES SERVICE

1. AVAILABILITY

This Rate Schedule SCS shall apply to any municipality or local distribution company that was purchasing gas from KPC under a contract with a Maximum Daily Contract Quantity (MDCQ) not in excess of 5,000 Dt. per day on the day prior to the effective date of the blanket certificate of public convenience and necessity issued in Docket No. CP96-152-000, et. al., to KPC, pursuant to Section 284.284(a) of the Federal Energy Regulatory Commission's ("Commission") regulations. Service under this Rate Schedule SCS shall be available to any gas purchaser ("Buyer") pursuant to such blanket certificate for a term of one year from the effective date of such certificate, provided KPC has entered into a Sales Service Agreement with Buyer pursuant to this Rate Schedule SCS.

2. APPLICABILITY AND CHARACTER OF SERVICE

The sales service rendered pursuant to this Rate Schedule SCS shall be sold separately from KPC's Transportation service. All sales of gas by KPC under this Rate Schedule SCS shall be made at Point(s) of Receipt on KPC's pipeline system.

3. REQUESTS FOR SMALL CUSTOMER SALES SERVICE

Sales service under this Rate Schedule SCS shall be available only on the condition and to the extent that KPC and Shipper have agreed, each acting in its sole discretion, to such service and have executed a written Sales Service Agreement in accordance with KPC's FERC Gas Tariff. KPC shall have no obligation to provide sales service for any quantity of gas or period of time beyond one year from the effective date of the certificate issued in Docket No. CP96-152-000, et. al.

When a Sales Service Agreement between KPC and Shipper expires, KPC is authorized to automatically terminate and abandon the sales service without the requirements of any approval by the Commission for such termination and abandonment.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 89 Original Sheet No. 89 : Effective

RATE SCHEDULE SCS (Continued)
SMALL CUSTOMER SALES SERVICE

4. RATES, CHARGES, TERMS AND CONDITIONS

The terms, conditions, rates and charges applicable to Service provided under this Rate Schedule SCS shall be those terms, conditions, rates and charges to which KPC and Shipper agreed in the Sales Service Agreement between them relating to such service as described in Section 3 of this Rate Schedule SCS. The rates for all gas purchased under Rate Schedule SCS shall be based upon KPC's weighted average cost of gas ("WACOG").

5. TRANSPORTATION

Buyer, or its agent, shall be responsible for arranging for transportation of the gas sold and purchased hereunder, from the point of delivery under this Rate Schedule SCS to the ultimate point of delivery to Buyer's facilities or A third party facility for ultimate delivery to Buyer.

6. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1019-000

Original Sheet No. 90 Original Sheet No. 90

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available for Park and Loan Service performed by KPC for any party (hereinafter called Shipper) that executes a Service Agreement in the form prescribed under this FERC Gas Tariff for service under this Rate Schedule, and that otherwise meets the requirements set forth in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the park and loan of Natural Gas on KPC's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

Parking service provided by KPC under this Rate Schedule consists of:

- (a) the receipt of Natural Gas quantities delivered by Shipper to KPC at the point(s) of service located on KPC's system and specified in an executed service order (Exhibit A) to the executed Service Agreement, up to the Maximum Daily Quantity and Total Transaction Quantity specified in the service order, subject to Section 8 of the General Terms and Conditions;
- (b) the parking of such quantities of Natural Gas on KPC's system for all or any portion of the term specified in the service order; and
- (c) the return of such parked quantities of Natural Gas by KPC to Shipper at the same point(s) of service where KPC received the Natural Gas, unless transported by Shipper to another point or points under a separate service agreement providing for transportation service, subject to Section 8 of the General Terms and Conditions.

RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE

Loan service provided by KPC under this Rate Schedule consists of:

- (a) the delivery of loaned quantities of Natural Gas by KPC to Shipper at the point(s) of service located on KPC's system and specified in an executed service order (Exhibit A) to the executed Service Agreement, up to the Maximum Daily Quantity and Total Transaction Quantity specified in the service order, subject to Section 8 of the General Terms and Conditions;
- (b) the lending of such quantities of Natural Gas to Shipper for all or any portion of the term specified in the service order; and
- (c) the receipt of such loaned quantities of Natural Gas delivered by Shipper to KPC at the same point(s) of service where KPC delivered the Natural Gas, unless transported by Shipper from another point or points under a separate service agreement providing for transportation service, subject to Section 8 of the General Terms and Conditions.

Shipper and KPC shall execute a new service order (Exhibit A) for each park or loan transaction. If Shipper has multiple service orders in effect at the time of a park or loan nomination, such nomination shall specify the applicable service order to which the nomination applies.

The receipt and delivery of Natural Gas under this Rate Schedule shall occur on a uniform hourly basis. Shipper shall make any necessary arrangements with KPC or third parties to receive gas from or deliver gas to KPC at the point(s) of service specified in the applicable service order; provided, however, that such arrangements shall be compatible with the operating conditions of KPC's pipeline system and shall provide for coordinated scheduling with KPC.

The parking and lending of Natural Gas under this Rate Schedule shall be scheduled when and to the extent that KPC determines, using its reasonable discretion, that it has the feasible operational flexibility to provide the service without detriment or disadvantage to KPC's firm or interruptible transportation services. In no event shall KPC be obligated to provide any service under this Rate Schedule for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

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Superseding: Original Sheet No. 92

RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE

3. RATES

Unless KPC and Shipper agree to a negotiated rate pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff or a discounted rate pursuant to Section 8.8 of the General Terms and Conditions of this FERC Gas Tariff, the rates and charges for Park and Loan Service under this Rate Schedule shall be as follows:

3.1 Transmission Charge

For each day of a park or loan transaction, Shipper shall pay a Transmission Charge equal to the product of (a) the actual quantity of Natural Gas parked or loaned, and (b) the maximum commodity rate set forth on the statement of currently effective rates applicable to service under this Rate Schedule. Charges shall commence on the first day of the agreed upon transaction and continue until the transaction is closed out.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or the statement of currently effective rates applicable to service under this Rate Schedule, or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions or Section 6 of this Rate Schedule, then such balancing charges shall also be applicable.

3.4 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for gas at the percentage rate for the zone in which the park or loan occurs as set forth on the statement of currently effective rates applicable to service under this Rate Schedule. Such reimbursement shall occur once for each park or loan transaction, with reimbursement for park transactions occurring on the day parked quantities are returned to the Shipper and reimbursement for loan transactions occurring on the day quantities are loaned to the Shipper.

Notwithstanding the preceding paragraph, Shipper shall not be required to reimburse KPC in kind for fuel usage or lost or unaccounted for gas to the extent that parked quantities are transported to a point or points other than the point or points at which the park originated and fuel and lost and unaccounted for reimbursement is provided for under a separate transportation agreement.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus any applicable balancing charges, surcharges, and/or Fuel Reimbursement charges for all park and loan transactions during the Month.

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Second Revised Sheet No. 92 Second Revised Sheet No. 92
Superseding: First Revised Sheet No. 92

RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE

3. RATES

Unless KPC and Shipper agree to a negotiated rate pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff or a discounted rate pursuant to Section 8.8 of the General Terms and Conditions of this FERC Gas Tariff, the rates and charges for Park and Loan Service under this Rate Schedule shall be as follows:

3.1 Transmission Charge

For each day of a park or loan transaction, Shipper shall pay a Transmission Charge equal to the product of (a) the actual quantity of Natural Gas parked or loaned, and (b) the maximum commodity rate set forth on the statement of currently effective rates applicable to service under this Rate Schedule. Charges shall commence on the first day of the agreed upon transaction and continue until the transaction is closed out.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or the statement of currently effective rates applicable to service under this Rate Schedule, or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions or Section 6 of this Rate Schedule, then such balancing charges shall also be applicable.

3.4 Fuel Reimbursement

Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for gas at the percentage rate for the zone in which the park or loan occurs as set forth on effective FERC Tariff Sheet No. 57. Such reimbursement shall occur once for each park or loan transaction, with reimbursement for park transactions occurring on the day parked quantities are returned to the Shipper and reimbursement for loan transactions occurring on the day quantities are loaned to the Shipper.

Notwithstanding the preceding paragraph, Shipper shall not be required to reimburse KPC in kind for fuel usage or lost or unaccounted for gas to the extent that parked quantities are transported to a point or points other than the point or points at which the park originated and fuel and lost and unaccounted for reimbursement is provided for under a separate transportation agreement.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus any applicable balancing charges, surcharges, and/or Fuel Reimbursement charges for all park and loan transactions during the Month.

RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE

5. RESERVATIONS

KPC reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of KPC's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

6. NOTIFICATIONS, ALLOCATIONS, LIMITATIONS, AND CASH OUT

6.1 For purposes of restricting park and loan transactions, KPC will give priority to Service Agreements with the highest Transmission Charge paid to KPC on a per unit basis, provided that Shippers paying more than the maximum commodity rate set forth on the statement of currently effective rates applicable to service under this Rate Schedule will be considered to be paying the maximum commodity charge. Such unit rate shall be calculated by taking the total revenue generated during the term of the transaction, as determined by reference to the term of the transaction set forth in the applicable service order multiplied by the rate applicable to the transaction, and dividing by the Total Transaction Quantity set forth in the service order to arrive at revenue on a per unit basis. If there is a tie, service will be allocated or limited on a pro rata basis among Shippers' transaction quantity with the same per unit rate for park and loan services.

6.2 Shipper may be required, on notice from KPC, to suspend or reduce deliveries for parking, or receipts from lending. Further, Shipper may be required, on notice from KPC, to remove quantities of gas previously parked with KPC, or to return quantities of gas previously loaned to Shipper.

6.3 Should KPC notify Shipper to remove or return quantities of gas under Section 6.2 above, KPC's notice shall specify the effective nomination cycle by which parked quantities shall be removed, or loaned quantities shall be returned, or both. Such notice shall be consistent with KPC's operating requirements, but in no event shall the specified effective nomination cycle be less than 24 hours from the time of KPC's notice unless Shipper and KPC mutually agree to a different notice period.

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Original Sheet No. 94 Original Sheet No. 94

RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE

6.4 To the extent Shipper fails to comply with such notice, KPC shall cash out (a) parked gas at seventy five percent (75% or 0.75 times) the Lowest Weekly Price for any month(s) in which the park occurs as determined under Section 12.11(a)(1) of the General Terms and Conditions of this FERC Gas Tariff, and (b) loaned gas at one hundred and twenty five percent (125% or 1.25 times) the Highest Weekly Price for any month(s) in which the loan occurs as determined under Section 12.11(a)(2) of the General Terms and Conditions of this FERC Gas Tariff.

7. TERMINATION OF CONTRACT OR SERVICE ORDER

Shipper must close out all park and loan transactions on or before the date of expiration of its Service Agreement or applicable service order. To the extent shipper fails to close out its transactions by the date of expiration of Shipper's Service Agreement or applicable service order, KPC shall treat Shipper's remaining parked or loaned quantities pursuant to Section 6.4 of this Rate Schedule.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of KPC's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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Sheet Nos. 95 - 99 Sheet Nos. 95 - 99

Reserved for Future Use

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FERC Docket: RP08-174-000

Original Sheet No. 100 Original Sheet No. 100 : Effective

QUEST PIPELINES (KPC)
GENERAL TERMS AND CONDITIONS

Effective Date: 02/01/2008 Status: Effective

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Original Sheet No. 101 Original Sheet No. 101 : Effective

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to any service provided hereunder:

1. DEFINITIONS

- 1.1 Btu shall mean British Thermal Unit, and is defined as the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1 degree F.) at a standard pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) and a starting temperature of 60 degrees Fahrenheit (101.325 kPa and 15 degrees (C)).
- 1.2 Business Day shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., And similar holidays for transactions occurring in Canada and Mexico.
- 1.3 Capacity Path for a firm transportation agreement shall mean the direction of flow from the primary Point(s) of Receipt to the primary Point(s) of Delivery, including the mainline capacity and the leg or lateral such point(s) may be on, up to the capacity defined in the contract for the leg, lateral and mainline.
- 1.4 Central Time shall mean Central clock time whether Central Standard Time or Central Daylight Savings Time.
- 1.5 Commission or FERC shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.
- 1.6 Contract Year as used in any Rate Schedule shall mean an annual period beginning the first Day of the Month following the effectiveness of the Service Agreement and ending Twelve (12) Months later.
- 1.7 Daily Spot Price as used herein shall be defined as the "Daily Midpoint" price as published in Gas Daily for Panhandle Eastern Pipe Line Company, Oklahoma area, as posted in the issue published on the day of flow, or in the issue published next thereafter for weekend and holiday periods.
- 1.8 Daily Allocation shall mean the process where the Allocation Party performs the allocation process following each gas day.
- 1.9 Day shall mean Standard time for the gas day shall be 9:00 a.m. to 9:00 a.m. Central Clock Time.
- 1.10 Dekatherm (Dt.) shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 4 herein and based on the same pressure base as the volumes. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees (C), and dry.

GENERAL TERMS AND CONDITIONS

- 1.11 Electronic Gas Measurement (EGM) shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio, sensing and other electronic devices to accomplish Gas measurement and transfer of data, without the use of charts.
- 1.12 Electronic Funds Transfer shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and KPC in the future.
- 1.13 Elapsed Prorata Capacity shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.
- 1.14 Firm Rate Schedule shall mean an agreement for Transportation Service provided under either Rate Schedules FT, FT-NN, SCT, SCT-NN or approved non-conforming service agreements.
- 1.15 Fuel Reimbursement shall mean the reimbursement of KPC by Shipper in kind for fuel usage and lost or unaccounted for Gas.
- 1.16 IEC System shall mean the Internet Electronic Communication System offered by KPC on a nondiscriminatory basis to any Party or Shipper that has access to the internet, and provided that such Shipper has been assigned a USER ID and password and agrees to comply with the procedures for proprietary access to the IEC System and with the procedures for use of the IEC System.
- 1.17 Reserved for future use.
- 1.18 Long-Term Agreement shall mean a Transportation or Sales Agreement with a primary term of one year or more from the effective date of the Agreement.
- 1.19 Flow Control Device shall mean a physical valve at a Point of Receipt or Point of Delivery on KPC's pipeline which provides KPC with control over flowing volumes at that point.
- 1.20 Maximum Daily Contract Quantity (MDCQ) shall mean the maximum Quantity of Gas which KPC is obligated to deliver on any Day at a Point of Delivery to Shipper as specified in an executed Transportation Agreement.

GENERAL TERMS AND CONDITIONS

- 1.21 Month shall mean the period beginning at 9:00 a.m. Central Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Time on the first Day of the next succeeding calendar Month.
- 1.22 Monthly Allocation shall mean the process where the Allocation Party performs the allocation process at the end of the monthly flow period.
- 1.23 f shall mean 1,000 standard cubic feet of Gas.
- 1.24 mcf shall mean 1,000,000 standard cubic feet of Gas.
- 1.25 AESB WGQ shall mean the Whole Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB), a consensus energy standards development group (The NAESB WGQ Internet Web site can be found at www.naesb.org.)
- 1.26 Natural Gas or Gas shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.
- 1.27 Quest Pipelines (KPC) or KPC's system shall mean the pipeline system, including the facilities of Enogex LLC in Oklahoma, to the extent made available by long term lease by KPC.
- 1.28 Point of Receipt shall mean a point at the inlet side of KPC's facilities at a point of interconnection between the facilities of KPC and facilities of Shipper or Shipper's designee. Point(s) of Receipt located on the transmission portions of KPC's system shall be identified in the Service Agreement.
- 1.29 Point of Delivery shall mean a point at the outlet side of KPC's facilities at a point of interconnection between the facilities of KPC and the facilities of Shipper or Shipper's designee. Point(s) of Delivery located on the transmission portions of KPC's system shall be identified in the Service Agreement.
- 1.30 Point Operator shall mean any party who is either a receiving party or delivering party.
- 1.31 Quantity of Gas or any other substantially similar phrase shall be the number of units of Gas expressed in Dekatherms (Dt.).

GENERAL TERMS AND CONDITIONS (Continued)

- 1.32 Service Agreement shall mean a Transportation Agreement.
- 1.33 Summer Period shall mean the period from April 1 through October 31.
- 1.34 Thermal or Thermally Equivalent shall mean an equal number of Btu's.
- 1.35 Transportation shall mean forward haul, backhaul or any other method of transport of Gas as defined in the FERC's Regulations. Unless otherwise specified, the term "Transportation" includes Park and Loan Service provided pursuant to Rate Schedule PAL.
- 1.36 Transportation Agreement shall mean an agreement for Transportation service provided under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT, PAL or any approved non-conforming service agreement.
- 1.37 Unauthorized Gas shall mean any Quantity of Gas, either received or delivered by KPC which cannot be identified as being received or delivered pursuant to a Transportation nomination on behalf of an existing Shipper.
- 1.38 Winter Period shall mean the period November 1 through March 31.
- 1.39 Zone shall mean the portion of KPC's system located as follows:
- (a) Zone 1 shall include portions of KPC's system as follows:
- From the NW Quarter of Section 12, Township 22N, Range 5E, in Pawnee County, Oklahoma to the Osage County, Oklahoma, and Cowley County, Kansas state line; and from the NE Quarter of Section 26, Township 25N, Range 26W in Harper County, Oklahoma to the Woods County, Oklahoma and Comanche County, Kansas state line.
- (b) Zone 2 shall include portions of KPC's system as follows:

GENERAL TERMS AND CONDITIONS (Continued)

From the SW Quarter of Section 2, Township 20S, Range 8W in Rice County, Kansas, and from the Woods County, Oklahoma and Comanche County, Kansas, and the Osage County, Oklahoma, and Cowley County, Kansas, state line to the Coffey and Franklin County, Kansas and Coffey and Anderson County, Kansas, lines.

- (c) Zone 3 shall include portions of KPC's system as follows:

From the Coffey and Franklin County, Kansas and Coffey and Anderson County, Kansas lines to the eastern terminus of the system.

2. INTERNET COMMUNICATION

- 2.1 KPC has established an Internet Electronic Communication system ("IEC System"), for use by any party, including Shippers and potential Shippers. The IEC System is available on a nondiscriminatory basis to any party (hereinafter the "User") that has access to the internet. Shippers will also have access to proprietary data, provided that such shipper has been assigned a user identification (USERID) and password, executes a System Service Agreement and agrees to comply with the procedures for use of the System. KPC will provide timely and equal access to any and all information available on the IEC System.
- 2.2 The IEC System will provide on-line help, an interactive search function that permits Users transaction, and menus that permit Users to access separately each record in the transportation log, notices of available capacity, and standards of conduct information. The IEC System will permit Users to electronically download a file(s) from the IEC System and to split files into smaller files prior to such download. KPC will maintain and retain daily backup records of the information displayed on the IEC System for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will appear ahead of older information.

GENERAL TERMS AND CONDITIONS (Continued)

KPC will periodically purge transactions from current IEC System files when transactions have been completed. Information that has been purged from the IEC System will be archived and will be available in hard copy for public inspection by appointment during regular business hours at KPC's principal place of business for at least three years thereafter and will be made available in electronic format.

2.3 The IEC System may be used to:

- (a) interactively request service, execute, or amend Service Agreements, and provide nominations, scheduled quantities, allocations and estimated imbalances as the information is confirmed, pursuant to the applicable rate schedule and these General Terms and Conditions;
- (b) exercise a Right of First Refusal as an existing Shipper pursuant to Section 7.2 of the General Terms and Conditions or submit a bid as a Potential Shipper under such section; and
- (c) assign Service Rights pursuant to Section 14 of the General Terms and Conditions.

2.4 Through the IEC System the User may obtain:

- (a) Information concerning the availability of capacity for firm and interruptible Transportation services (i) at receipt points (ii) on the mainline, and (iii) at delivery points and whether the capacity is available from KPC directly, through exercise of a Shipper's Right of First Refusal, or through assignment from a Shipper.

GENERAL TERMS AND CONDITIONS (Continued)

- (b) A listing of Point(s) of Receipt on KPC's system including the following information:
 - (i) Designation of Point of Receipt;
 - (ii) Location of Point of Receipt;
 - (iii) Operator name and phone number;
 - (iv) Availability of EGM;
 - (v) Total firm capacity subscribed at the point;
 - (vi) Whether the point is measured by KPC or a third party.
 - (c) Delivery and Receipt Point allocation designations for the allocation periods. Only one predetermined allocation methodology, as described in Section 8.5(a), will be applied per allocation period.
 - (d) The minimum price, quantity, terms, special conditions, and releasing party names for all release notices submitted pursuant to Section 14 of the General Terms and Conditions.
 - (e) The price, term, and quantity offered for assignment of service rights under Section 14 of the General Terms and Conditions.
 - (f) The price, term, quantity, and names of parties for all completed assignments of service rights under Section 14 of the General Terms and Conditions.
 - (g) The price, term, quantity and names of parties requesting Transportation pursuant to Section 6 of the General Terms and Conditions.
 - (h) KPC's currently effective General Terms and Conditions.
 - (i) On a best efforts basis, information concerning operational pressures at major KPC interconnection points.
- 2.5 Electronic data interchange will be available on a nondiscriminatory basis to any party. An appropriate Agreement is required for electronic transmission of proprietary data.

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2.6 Any provisions of this section requiring that matters be written or in writing are satisfied by either Shipper or KPC utilizing electronic data interchange or electronic transmission through the IEC System in accordance with the procedures for utilization of the IEC System.

3. QUALITY OF GAS

3.1 Gas received and delivered shall:

- (a) be merchantable Natural Gas;
- (b) shall be free of water and liquid hydrocarbons;
- (c) shall have a cricondentherm hydrocarbon dew point of no more than 25 degrees Fahrenheit at the pressure existing at the Point of Receipt;
- (d) shall contain not more than 7 pounds of water vapor per Mmcf, 0.25 grains of hydrogen sulphide and 20 grains of total sulphur (reduced by sulphur caused by odorization equipment) per 100 cubic feet, and 10 parts per million of oxygen;
- (e) shall not contain inert substances (carbon dioxide, nitrogen, helium, oxygen or any other diluent compound) of more than 3% (by volume) of which not more than 2% (by volume) shall be carbon dioxide;
- (f) shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria;
- (g) shall not contain any hazardous or toxic substances;
- (h) shall not exceed 120 degrees Fahrenheit in temperature; and
- (i) shall have a total or gross heating value of not less than nine hundred fifty (950) Btu and not more than one thousand two hundred (1,200) Btu per cubic foot at the Point of Receipt.

KPC shall not be obligated to accept Gas for Transportation which does not meet these quality provisions. Shipper shall reimburse KPC for any loss, cost, damage, or expense incurred by KPC as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 3.1.

3.2 If the Gas offered for Transportation by Shipper fails at any time to conform to any of the specifications set forth herein, then KPC shall have the right, either by written, oral or

GENERAL TERMS AND CONDITIONS (Continued)

telephonic notice to Shipper, to refuse to accept all or any portion of such quality deficient Gas. If KPC refuses to accept Gas tendered by Shipper because such Gas does not conform to the specifications set forth herein, Shipper shall not be relieved of its obligation to pay any Access, Reservation, Transmission or any other applicable charge in KPC's tariff, Rate Schedules or Service Agreements.

- 3.3 KPC shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at a Point of Receipt. The Quantities of Gas delivered pursuant to a Transportation Agreement at a Point of Delivery shall be thermally equivalent to the Quantities of Gas received at the Point of Receipt, adjusted for Fuel Reimbursement.

4. MEASUREMENT

- 4.1 Quantities of Gas received or delivered hereunder at each Point of Receipt and Point of Delivery shall be determined by either KPC or Shipper responsible for measurement at such point, as listed on Exhibit A of the Service Agreement.

The heating value, specific gravity and super-compressibility (Mol percent of nitrogen and carbon dioxide) values of the Gas shall be determined at the beginning of receipt and monthly thereafter, or at such frequency consistent with generally accepted practices in the natural gas industry. Shipper may be required to test, at the receipt meter, for bacteria or bacterial agents if KPC so requires. Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to KPC which is currently

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available or may become available at any time during the term of the Transportation Agreement.

- 4.2 Such measurement, both volumetric and thermal, shall be at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 psia dry, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report as currently available and in accordance with any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used. If positive displacement or turbine meters are used, measurement shall be performed in accordance with AGA-7 as currently available and with any subsequent amendments thereof accepted and agreed upon between the parties. Btu content shall be determined by taking the arithmetic average of the heating value as recorded by a chromatograph or other method of determination generally accepted in the industry. Flowing temperatures shall be determined by a recording thermometer or EGM.
- 4.3 All measuring stations shall be acceptable to KPC and Shipper and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.
- 4.4 Either KPC or Shipper may witness the installation or maintenance of the other's equipment. Neither KPC nor Shipper shall be required to verify accuracy more often than once during any 30 Day period. If, upon test, accuracy is found to be within 2% by volume (chromatograph within 0.5%), measurements taken by such equipment shall be assumed to have been Accurate. Any error exceeding these percentages shall require correction to zero error of previous recordings back to the date error began. If the beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed 16 Days.
- 4.5 Where wellhead compressors have been installed, the maximum permissible Square Root Error Indicator (SREI) shall be no greater than 1% for volumes less than 2 Mmcf per Day and .5% for volumes

GENERAL TERMS AND CONDITIONS (Continued)

greater than 2 MMcf per Day. The SREI shall be determined by tests at the orifice taps and shall be performed on the full operating range of the compressor.

- 4.6 When the information necessary for billing purposes is in the control of the operator of the measuring facility and not KPC's control, then the operator of that measuring facility shall furnish to KPC daily operational volumes of the previous twenty-four hours within a twenty-four hour period upon completion of the gas Day. In addition, the operator of the measuring facility shall furnish actual volume information to KPC on or before the fifth Day following each Month. The cutoff for the closing of measurement is five (5) business days after the business month. If volumes are not available, an estimate shall be provided by the operator of the measuring facility to KPC by no later than 3:00 p.m. Central time on the fifth Day of each Month. If an estimate is not made by the operator of the measuring facility, then KPC shall estimate a Quantity of Gas based on the best information available.

For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth (5th) business day following the business month. Reporting measurement prior period adjustments will be reflected by restating the line item with the new total quantity for the day and month.

5. RESPONSIBILITY DURING TRANSPORTATION

As between KPC and Shipper, KPC shall be deemed to be in control and possession of the Gas transported hereunder only after the Gas is received at the Point of Receipt, and before it is delivered to or for the account of Shipper at the Point of Delivery. Shipper shall be deemed to be in control and possession at all other times. Whichever of KPC or Shipper is deemed to be in control and possession of the Gas shall be responsible for and shall indemnify the other party with respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the Gas is in its possession.

6. PROCEDURES FOR REQUESTING SERVICE RIGHTS

- 6.1 Persons desiring Transportation or Sales service must deliver a valid executed request for service rights through the IEC System

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or in writing in the form specified by KPC's current service rights request form, as such may be revised from time to time. Written requests must be submitted to the following address:

Quest Pipelines (KPC)
Attn: Contract Administration
Three Allen Center
333 Clay Street, Suite 4060
Houston, TX 77002

Telephone: 713-750-0006
Facsimile: 713-751-1804

- 6.2 Acceptance of a request for service rights and the continuation of service is contingent upon the Shipper satisfying, on an on going basis, a credit appraisal by KPC. KPC shall apply consistent evaluation practices to determine the acceptability of Shipper's overall financial condition. Such credit appraisal shall be based upon the following information and criteria:
- (a) Shipper shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. KPC shall determine the acceptability of Shipper's overall financial condition, working capital, and profitability trends.
 - (b) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 6.2(a) must show that Shipper's obligations are being paid on a reasonably prompt basis.
 - (c) Shipper shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to litigation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can

GENERAL TERMS AND CONDITIONS (Continued)

be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing shall be paid promptly as a cost of administration under the Federal Court's jurisdiction.

- (d) Shipper shall confirm in writing that it is not subject to any uncertainty in any pending liquidation or regulatory proceedings in state or Federal courts Or is not aware of any change in business conditions which could cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an on-going business entity.
- (e) If Shipper has an on-going business relationship with KPC, no delinquent balances should be outstanding for services provided previously by KPC and Shipper must have paid its account balances according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- (f) Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (g) Shipper should designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to KPC the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet E-mail, unless otherwise agreed to by the parties. The obligation of KPC to provide creditworthiness notifications is waived until the above requirement has been met.

- 6.3 Upon notification by KPC that Shipper has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement no longer satisfies the credit criteria such Shipper may still obtain credit approval by KPC if it elects to provide one of the following: (a) an advance deposit equal to the fee charged for performing the requested service for three (3) months; (b) a Standby Irrevocable Letter of Credit; (c) security interest in collateral found to be satisfactory to KPC; (d) a guaranty, acceptable to KPC, by another person or entity which satisfies credit appraisal. An advance deposit, Standby Irrevocable Letter of Credit, or security interest should at all times equal the three highest Months of estimated usage during the term of the Service Agreement.
- 6.4 At any time after the Shipper is determined to be noncreditworthy by KPC, the Shipper may initiate a creditworthiness re-evaluation. As part of the re-evaluation request, the Shipper should either update or confirm in writing the prior information provided to KPC related to the Shipper's creditworthiness. Such update should include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness.
- 6.5 After KPC's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), within five (5) Business Days, KPC should provide a written response to the Shipper's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for KPC's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in KPC's tariff or if the parties mutually agree to some later date.
- 6.6 If Shipper's credit standing ceases to meet KPC's credit requirements during the period of service, then KPC has the right to require security or prepayment as specified in 6.3 above. If security or prepayment is not tendered in a time period as reasonably determined by KPC, then KPC is not required to continue service.

- 6.3 Upon notification by KPC that Shipper has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement no longer satisfies the credit criteria such Shipper may still obtain credit approval by KPC if it elects to provide one of the following: (a) an advance deposit equal to the fee charged for performing the requested service for three (3) months and, if applicable, the value of any gas loaned to the Shipper; (b) a Standby Irrevocable Letter of Credit; (c) security interest in collateral found to be satisfactory to KPC; (d) a guaranty, acceptable to KPC, by another person or entity which satisfies credit appraisal. An advance deposit, Standby Irrevocable Letter of Credit, or security interest should at all times equal the three highest Months of estimated usage during the term of the Service Agreement and, if applicable, the value of any gas loaned to the Shipper.
- 6.4 At any time after the Shipper is determined to be noncreditworthy by KPC, the Shipper may initiate a creditworthiness re-evaluation. As part of the re-evaluation request, the Shipper should either update or confirm in writing the prior information provided to KPC related to the Shipper's creditworthiness. Such update should include any event(s) that the Shipper believes could lead to a material change in the Shipper's creditworthiness.
- 6.5 After KPC's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), within five (5) Business Days, KPC should provide a written response to the Shipper's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for KPC's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in KPC's tariff or if the parties mutually agree to some later date.
- 6.6 If Shipper's credit standing ceases to meet KPC's credit requirements during the period of service, then KPC has the right to require security or prepayment as specified in 6.3 above. If security or prepayment is not tendered in a time period as reasonably determined by KPC, then KPC is not required to continue service.

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- 6.7 If Shipper is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first Day of the Month following written notice to Shipper.
- 6.8 In the event a Shipper or potential Shipper may have a complaint, the Shipper or potential Shipper shall:
- (a) Provide KPC a written or oral description of the complaint, including the identification of the request for service rights, if applicable, by contacting KPC at the following:
- Quest Pipelines (KPC)
Attn.: Contract Administration
Three Allen Center
333 Clay Street, Suite 4060
Houston, TX 77002
- Telephone: 713-750-0006
Facsimile: 713-751-1804
- (b) KPC shall respond initially within two Business Days and in writing within 30 Days advising Shipper or potential Shipper of the disposition of the complaint.
- 6.9 A request for service rights shall not be valid and no request date shall be assigned until KPC has received in writing all of the information required or requested under Sections 6.1 and 6.2 herein. If KPC requests additional information or assurances in accordance with this Section, and such information is provided within seven Days of such request, Shipper's request for service rights shall be deemed to have been received when the information set forth in Sections 6.1 and 6.2 was received. Otherwise, Shipper's request for service rights shall become valid and a request date assigned when such additional information or assurances are actually received in writing by KPC.

GENERAL TERMS AND CONDITIONS (Continued)

- 6.10 KPC may require such other information as is required to comply with regulatory reporting or filing requirements.
- 6.11 To be considered valid, a request for firm service rights must be accompanied by payment of the lesser of (1) all applicable reservation charges, capacity charges and deliverability charges for one Month or (2) \$10,000. Such payment must be made by Shipper to KPC. When service is commenced, this payment, with carrying charges computed in a manner consistent with Section 154.501 of the Commission's Regulations, shall be used to offset the demand portion of Shipper's Monthly bill. If the request is (1) withdrawn prior to the date KPC tenders a Service Agreement, (2) becomes void in accordance with Section 6.11, or (3) KPC declines to tender a Service Agreement, this payment shall be refunded with carrying charges. If Shipper's request expires, as set forth in Section 7, Shipper's payment shall be non-refundable.
- 6.12 If any information provided by Shipper pursuant to this Section 6 changes, Shipper shall be obligated to provide prompt written notice of such changes to KPC.
- 6.13 If KPC tenders a Service Agreement within ninety (90) Days of the date Shipper submits a valid request for service, Shipper shall have thirty (30) Days from the date the Service Agreement is sent to execute the Service Agreement, as set forth in Section 7.1 of these General Terms and Conditions. If KPC does not tender a Service Agreement within ninety (90) Days, Shipper's request shall be deemed to be null and void and of no further effect without prejudice to the Shipper's rights to submit a new request for service rights, and Shipper's payment pursuant to Section 6.9 shall be refunded with carrying charges.

GENERAL TERMS AND CONDITIONS (Continued)

6.14 For Capacity Release:

Transporter shall not award capacity release offers to the Replacement Shipper until and unless the Replacement Shipper meets the Transporter's creditworthiness requirements pursuant to Sections 6.1, 6.2 and 6.3 of these General Terms and Conditions, which are applicable to all services that it receives from the Transporter, including the service represented by the capacity release.

6.15 Transporter should provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by the Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency or default status pursuant to the Transporter's Tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternatives(s) pursuant to the Transporter's Tariff.

7. CONTRACTING FOR SERVICE RIGHTS

This Section 7 governs the order in which requests for Transportation service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is governed by Section 8 herein.

GENERAL TERMS AND CONDITIONS (Continued)

7.1 Order For Accommodating Firm Service Rights

- (a) Subject to the provisions of Section 7.2 hereof, as firm capacity becomes available for Transportation, requests for firm services shall be fulfilled first, commencing with the requested service offering the greatest economic value for the capacity available. If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a pro rata basis.
- (b) The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested, which shall not be less than the minimum nor greater than the maximum rates as stated on the currently effective Tariff Sheet governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying KPC's currently effective rates.
- (c) Within thirty (30) Days of the date firm capacity becomes available on a particular segment of KPC's system, KPC shall tender Service Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under Section 7.1(a).

If KPC tenders a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is sent, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. In the event the prospective Shipper returns a Service Agreement with a rate less than that used to determine the economic

GENERAL TERMS AND CONDITIONS (Continued)

value of the request or with a term less than that used to determine the economic value of the request or both, KPC shall redetermine the economic value of the Shipper's request in accordance with Section 7.1(b) hereof. If the request continues to qualify for service, and KPC agrees to the rate, KPC shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void.

- (d) KPC will permit capacity segmentation to FT and FT-NN capacity holders to the maximum extent operationally feasible. Capacity segmenting rights apply to all FT and FT-NN Shippers including Replacement Shippers.

7.2 Continuation of Long-Term Agreements for Firm Service; Right of First Refusal

- (a) KPC shall continue to provide service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:
 - (i) The Long-Term Agreement is extended according to its terms, or
 - (ii) Shipper agrees to match the bid having the greatest economic value, as defined in Section 7.1(b) hereof, for the firm service Shipper receives, or any portion thereof, which KPC has been offered in accordance with Section 7.2(b) and executes a new Service Agreement matching those terms.
- (b) The procedures specified in this Section 7.2(b) shall be followed to determine whether a Long-Term Agreement will be continued in accordance with Section 7.2(a) (ii).
 - (i) Shipper must give timely notice that it wants to continue service beyond the term of the Agreement, or any extension thereof contemplated by Section 7.2 (a) (i) above. For the notice to be timely, Shipper must notify KPC within the following periods:

GENERAL TERMS AND CONDITIONS (Continued)

Stated Contract Term	Months Prior To Contract Expiration
2 years or longer	Not earlier than 18 Months and not later than 12 Months
Less than 2 years	Not earlier than 9 Months and not later than 6 Months

KPC shall notify each Shipper not earlier than 45 Days and not later than 30 Days prior to the last Day Shipper can give timely notice hereunder.

- (ii) Upon receipt of the Shipper's notice, KPC shall post on the IEC System for a period of 45 Days ("Posting Period") the Maximum Daily Contract Quantity under the Shipper's Long Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.
- (iii) During the Posting Period KPC shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 6.1 hereof.
- (iv) If, during the Posting Period, KPC receives an acceptable offer for all or a portion of the service rights under Shipper's Long-Term Agreement, KPC shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 7.1(b) hereof; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the maximum rate that can be charged to the existing Shipper. If Shipper elects to match the offer, Shipper shall notify KPC of such election in writing within 30 Days after receiving notice from KPC

GENERAL TERMS AND CONDITIONS (Continued)

and shall execute a new Service Agreement matching the offer prior to the termination of the Long-Term Agreement. If Shipper elects not to match the offer, KPC will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. KPC shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value in accordance with the provisions of this Section 7.2(b)(iv). If there is no other acceptable offer, the Shipper may continue service in accordance with Section 7.2(b)(v).

(v) If no acceptable offers are received, then Shipper may continue to receive service under a new Long-Term agreement with any term Shipper chooses, at the applicable maximum rate or at a lesser rate agreed to by KPC and Shipper.

(vi) KPC shall post the winning bid and bidder on the IEC System for ninety (90) Days whether or not the bidder executes a Service Agreement.

(c) If a Long-Term Agreement is not continued in accordance with Section 7.2(a) above, such Agreement shall terminate as specified therein.

7.3 KPC shall not be obligated to tender, execute or continue a Service Agreement for service at any rate less than the maximum rate set forth in the effective tariff sheets applicable to the service requested. It shall be KPC's sole discretion to tender, execute or continue a Service Agreement at any rate less than the applicable maximum rate for the service requested. KPC and Shipper must agree to any rate requested at less than the applicable maximum rate before KPC becomes obligated to tender, execute or continue a Service Agreement for firm service at any rate less than the applicable maximum rate.

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7.4 Once a Service Agreement for firm Transportation is executed, the economic value of the Service Agreement shall be determined in accordance with Section 7.1(b). During the term of the Service Agreement any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to KPC without KPC's written consent.

7.5 Elimination of Inactive Service Agreements under Rate Schedule IT

KPC may terminate Shippers Service Agreements under Rate Schedule IT upon sixty (60) days prior written notice to Shippers who have not submitted nominations to transport Gas under such Service Agreements within the immediately preceding twelve (12) Months.

8. NOMINATION AND SCHEDULING OF SERVICE

8.1 (a) If Shipper or Shipper's Agent desires the Transportation of Gas on any Day under KPC's firm or interruptible Rate Schedules, Shipper or Shipper's Agent shall furnish to KPC nominations indicating Quantities of Gas to be received and delivered by KPC, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the firm Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. For nomination purposes, fuel calculations will be rounded to the nearest Dt. Overrun quantities will be requested on a separate nomination.

(b) If, at any time Shipper's or Shipper's Agent's receipt nominations and Shipper's receipt actuals or delivery nominations and Shipper's delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, KPC shall be entitled, upon notice to Shipper, to adjust Shipper's or Shipper's Agent's nominations to

GENERAL TERMS AND CONDITIONS (Continued)

bring them into balance. If actual receipts or deliveries are reduced by a meter operator, KPC shall be entitled, upon notice to Shipper or Shipper's Agent, to adjust Shipper's nominations for the affected contracts to bring them into balance. KPC's entitlement to adjust Shipper's or Shipper's Agent's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

- (c) KPC and Shipper or Shipper's Agent shall notify each other from time to time as necessary of expected changes in the rates of delivery or receipt of gas, or other operating conditions and the reason for such expected changes, to the end that the other party may be prepared to properly react to such changes when they occur.
- (d) A Shipper (including a Replacement Shipper) under KPC's Rate Schedules FT and FT-NN may nominate segments between a Primary Receipt and Delivery Point, or between any two points in Shipper's transportation path, provided that any resulting overlap does not exceed Shipper's capacity entitlement on any segment (or portion) of KPC's system. Nominations that result in a reversal of the Capacity Path will be considered out of the path for scheduling purposes.

8.2 KPC supports a seven (7) days-a-week, twenty-four (24) hours-a-day nomination process. It is recognized that the success of a seven (7) days-a-week, twenty-four (24) hours-a-day nomination process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper. Service shall be provided as follows:

- (a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by KPC (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by KPC from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (central clock time on the day prior to flow).
- (b) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by KPC (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by KPC from upstream and downstream connected parties; 10:00 p.m. for KPC to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties, (central clock time on the day prior to flow).

GENERAL TERMS AND CONDITIONS (Continued)

Scheduled quantities resulting from an Evening Nomination that does not cause another service requester to receive notice that it is being bumped shall be effective at 9:00 a.m. on the gas day; and when an Evening Nomination causes another service requester to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the gas day.

- (c) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by KPC (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by KPC from upstream and downstream connected parties; 2:00 p.m. for KPC to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties, (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nomination shall be effective at 5:00 p.m. on the gas day.
- (d) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by KPC (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by KPC from upstream and downstream connected parties; 9:00 p.m. for KPC to provide scheduled quantities to affected Shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nomination shall be effective at 9:00 p.m. on the gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- (e) For purposes of NAESE Standards 1.3.2 (ii), (iii), (iv), which is incorporated herein as Paragraph 8.2 (a), (b), (c), (d), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

If a Shipper fails to provide a nomination on or before the nomination deadline, KPC shall deem the Shipper's nomination to be zero. KPC shall have the right to refuse to receive or deliver any gas not timely and properly nominated and confirmed. Shipper shall indemnify and hold KPC harmless from and KPC shall not be liable to shipper or any other person as a direct or indirect consequence of such refusal.

GENERAL TERMS AND CONDITIONS (Continued)

- (f) Capacity Release: The deadlines shown below are applicable to all parties involved in a capacity release process; however, they are only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy, pursuant to Section 6 of these General Terms and Conditions, before the capacity release bid is tendered and 2) there are no special terms or conditions of the release.
- (1) For non biddable releases
- (A) Timely Cycle
- (i) Posting of prearranged deals, not subject to bid, are due by 10:30 a.m.
- (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
- (B) Evening Cycle
- (i) Posting of prearranged deals, not subject to bid, are due by 5:00 p.m.
- (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
- (C) Intraday 1 Cycle
- (i) Posting of prearranged deals, not subject to bid, are due by 9:00 a.m.
- (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
- (D) Intraday 2 Cycle
- (i) Posting of prearranged deals, not subject to bid, are due by 4:00 p.m.
- (ii) Contract shall be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations shall be possible beginning at the next available nomination cycle for the effective date of the contract.
- (2) For biddable releases (less than 1 Year)
- (A) Offer for capacity release shall be tendered by 12:00 p.m. on a Business Day.
- (B) Open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken).
- (i) Evaluation period ends and award posting if no match required at 2:00 p.m.
- (ii) Match or award is communicated by 2:00 p.m.
- (iii) If required, a match response is due by 2:30 pm.
- (iv) Where match is required, award posting shall be by 3:00 p.m.
- (C) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract.

GENERAL TERMS AND CONDITIONS (Continued)

- (3) For biddable releases (1 Year or more)
 - (A) Offer for capacity release shall be tendered by 12:00 p.m. four (4) Business Days before award.
 - (B) Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three(3) Business Days.
 - (i) Evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken.
 - (ii) Evaluation period ends and award is posted, if no match is required, at 2:00 p.m.
 - (iii) Match or award is communicated by 2:00 p.m.
 - (iv) If required, a match response is due by 2:30 pm.
 - (v) Where match is required, award posting shall be by 3:00 p.m.
 - (C) A contract will be issued within one (1) hour of award posting (with a new contract number, when applicable). Nominations possible beginning at the next available nomination cycle for the effective date of the contract.
- (g) For all released capacity subject to recall rights, the following recall notification periods shall apply:
 - (1) Timely Recall Notification
 - (i) Releasing Shipper recalling capacity shall provide notice of such recall to KPC and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely nominations are due;
 - (ii) KPC shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely nominations are due (Central Clock Time);
 - (2) Early Evening Recall Notification:
 - (i) Releasing Shipper recalling capacity shall provide notice of such recall to KPC and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening nominations are due;
 - (ii) KPC shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening nominations are due (Central Clock Time);
 - (3) Evening Recall Notification:
 - (i) Releasing Shipper recalling capacity shall provide notice of such recall to KPC and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening nominations are due;
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening nominations are due (Central Clock Time);

GENERAL TERMS AND CONDITIONS (Continued)

- (4) Intraday 1 Recall Notification;
- (i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 nominations are due;
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 nominations are due (Central Clock Time);
- (5) Intraday 2 Recall Notification;
- (i) Releasing Shipper recalling capacity shall provide notice of such recall to Transporter and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 nominations are due;
 - (ii) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 nominations are due (Central Clock Time);

For recall notification provided to Transporter prior to the recall notification deadline specified in NAESB WGC Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shipper(s) no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time).

- (h) For the recall notification provided to Transporter, the Transporter's tariff should specify whether the quantity should be expressed in terms of (a) total released capacity entitlements or (b) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. Thus, in accordance with WGC Standard 5.3.55, Transporter requires that the quantity must be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. When capacity is recalled, it may not be repute for the same gas day. The deadline for notifying the Transporter of a repute is 8:00 a.m. to allow for timely nominations to flow on the next gas day.
- (i) In the event of an intraday capacity recall, the Transporter shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of the Transporter's Tariff, services and/or operational characteristics.

GENERAL TERMS AND CONDITIONS (Continued)

- 8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination pursuant to the NAESB standards as referenced on Tariff Sheet Nos. 190 and 191 to confirm all such nominations or changes to nominations to KPC in writing, by facsimile transmission or via the IEC as provided for in this Section 8, prior to implementation by KPC.
- 8.4 (a) KPC will accept one pre-determined allocation (PDA) methodology per allocation period. The upstream or downstream party providing the point confirmation will submit the PDA to the allocating party after or during the confirmation and before the start of the gas day. The types of Allocation Methodologies is a list from which two (2) parties may agree. If the two (2) parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.
- (b) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted one Day in advance of the effective date and shall be effective prospectively. No retroactive reallocations of any transactions shall be permitted.
- (c) At a location which is not covered by an OBA, KPC will allocate Shippers at the Shippers' contract level or higher. KPC is not required to allocate to a lower level or accept accounting allocation instructions from the Shipper (i.e., neither Pre-determined Allocations (PDAs) nor Shipper ranks supplied in the nominations.)
- (d) At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PDA) to the allocating party at a level that is based on the allocating party's business practice, but in no event, will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.
- (e) A pre-determined Allocation (PDA) may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and KPC' existing Tariff or general terms and conditions, the latter will prevail.

GENERAL TERMS AND CONDITIONS (Continued)

- (f) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder's Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been identified must agree to the allocation methodology before it may become effective.
 - (g) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation, with a three-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- 8.5 Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to KPC. Such change shall be effective immediately upon receipt by KPC of Shipper's written notification. If Shipper designates an Agent to provide this information, KPC shall be entitled to rely on the nominations provided by Shipper or Agent until such nominations are changed in accordance with this Section 8.
- 8.6 Shipper shall comply with reasonable requests by KPC for additional information which KPC believes is necessary to perform service hereunder or to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.
- 8.7 Quantities of Gas nominated for Transportation by Shippers pursuant to the NAESB standards as referenced on Tariff Sheet Nos. 190 and 191 shall be scheduled by KPC for receipt and delivery in the following order:
- (a) Scheduling of Receipts
 - (1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement.
 - (2) Firm service from secondary Point(s) of Receipt, adjusted for Fuel Reimbursement. Within this category Quantities of Gas will be scheduled pro rata.

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- (3) Interruptible Transportation Service under Rate Schedule IT from Point(s) of Receipt, adjusted for Fuel Reimbursement, beginning with interruptible service charged the applicable maximum rate, followed by interruptible service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Within each category of interruptible service, service shall be scheduled in sequence starting with the service with the earliest request date.
 - (4) Park and Loan Service under Rate Schedule PAL from Point(s) of Receipt in sequence from the highest per unit rate charged to the lowest per unit rate charged as determined pursuant to Section 6.1 of Rate Schedule PAL.
 - (5) Within each service category provided in (1) through (4) above, any shipper may provide a ranking of individual points of receipt within a Shipper's service agreement in the event the entirety of the Shipper nominations cannot be scheduled.
- (b) Scheduling of Deliveries
- (1) Firm service to primary Point(s) of Delivery.
 - (2) Firm service to secondary Point(s) of Delivery which are within Shipper's contract primary capacity path. Within this category, Quantities of Gas will be scheduled pro rata.
 - (3) Firm service to secondary Point(s) of Delivery which are outside of Shipper's contract primary capacity path. Within this category, Quantities of Gas will be scheduled pro rata.
 - (4) Interruptible Transportation Service under Rate Schedule IT to Point(s) of Delivery beginning with interruptible service charged the applicable maximum rate, followed by interruptible service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Within each category of interruptible service, service shall be scheduled in sequence starting with the service with the earliest request date.

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- (5) Park and Loan Service under Rate Schedule PAL from Point(s) of Delivery in sequence from the highest per unit rate charged to the lowest per unit rate charged as determined pursuant to Section 6.1 of Rate Schedule PAL.
- (c) If KPC is unable to schedule all Quantities nominated, KPC will schedule Gas through the point of constraint in accordance with the location of the point of constraint.
- (d) All nominations received after the nomination deadlines will be scheduled after the nominations received before the nomination deadline.

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- (e) At all receipt and delivery points, unconfirmed nominations will be scheduled at the lesser volume of the new nomination or the previously scheduled volume.

8.8 Discounting Policy: (a) In the event that KPC agrees to discount its rate to Shipper below KPC's maximum rate under KPC's Rate Schedules, the following discount terms may be reflected on the applicable Service Agreements and will apply without the discount constituting a material deviation from KPC's applicable pro forma Service Agreements; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable Rate Schedule. KPC and Shipper may agree that a specified discounted rate will apply under the following conditions:

- (i) to specified quantities under Shipper's Service Agreement(s);
- (ii) to specified quantities above or below a certain level or all quantities if quantities exceed a certain level;
- (iii) in a specified relationship to quantities actually transported (i.e., that the Reservation Charge will be adjusted in a specified relationship to quantities actually transported);
- (iv) to specified quantities during specified periods of time or during specified periods of the year;
- (v) to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations;
- (vi) to production reserves committed or dedicated by Shipper; and/or
- (vii) that a specific discounted rate is based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., Reservation Charge or Commodity Charge or both), and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Contract Quantity). To the extent the firm Reservation Charge is discounted, the index price differential rate formula shall be calculated to state a rate per Dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or maximum take provision that would have the effect of guaranteeing revenue.

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in KPC's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, the other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- (b) To the extent that KPC elects to provide service pursuant to this FERC Gas Tariff at a discounted rate, transportation rate components shall be discounted in the following order:
 - (i) The Reservation Charge component, if applicable, shall be the first component discounted and shall be the only component discounted until such component has been reduced to the level established as the Minimum Rate for the applicable Rate Schedule, but in no case shall KPC discount to a level which would allow the Reservation Charge component to equate to less than a Minimum Rate specified by KPC for the applicable Rate Schedule.

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(ii) The Commodity Charge component shall be the next component discounted and it shall be discounted until such component has been reduced to the level established as the Minimum Rate for the applicable Rate Schedule, but in no case shall KPC discount to a level which would allow the Commodity Charge component to equate to less than the Minimum Rate specified by KPC for the applicable Rate Schedule.

(iii) Discounts cannot be granted on the ACA Unit Charge Rate.

8.9 Section 9.7 describes scheduling provisions during curtailment.

9. CURTAILMENT AND INTERRUPTION

9.1 KPC shall have the unqualified right to interrupt service at any time under Rate Schedule PAL or Rate Schedule IT to provide service under KPC's firm Rate Schedules. Services under Rate Schedule PAL shall be interrupted first, in sequence, starting with services charged the lowest per unit rate as determined pursuant to Section 6.1 of Rate Schedule PAL. Services under Rate Schedule IT shall be interrupted second, in sequence, starting with interruptible service charged the rate least proximate to the applicable maximum rate. Within each rate category, service shall be interrupted in sequence, starting with the service most recently requested and, if necessary, pro-rata by request date.

9.2 KPC shall have the right to curtail or discontinue Transportation Services, in whole or in part on all or a portion of its system at any time for reasons of Force Majeure or when in KPC's sole judgment, capacity or operating conditions so require or it is necessary to make modifications, repairs or operating changes to its system. KPC shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.

9.3 In the event of curtailment pursuant to Section 9.2 above, Transportation Services shall be curtailed in the reverse order in which such service was scheduled in accordance with Section 8.8 of these General Terms and Conditions. Service under Rate Schedule IT or Rate Schedule PAL having an equal economic value shall be curtailed on a pro rata basis.

Following the interruption of all services under Rate Schedule PAL and Rate Schedule IT, firm services shall be curtailed in the following order:

For any condition requiring curtailment or interruption, firm service shall be curtailed, starting with

(i) firm service utilizing a secondary point of Delivery, then

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- (ii) firm service utilizing a primary point of Delivery. Within each of these categories, service shall be curtailed pro rata.
- 9.4 When in KPC's judgment KPC will be unable to satisfy all scheduled deliveries on a portion of its system due to the failure of Shippers to deliver or cause to be delivered scheduled receipts, KPC may reduce, in whole or in part, deliveries to such Shippers with receipts scheduled on that portion of KPC's system showing deficient receipts, in the order specified in Section 9.3 hereof, subject to the following conditions:
- (a) Notice, pursuant to Section 9.6 hereof, shall be given to the affected Shippers that deliveries must be reduced within a time that is reasonable under the then existing conditions.
 - (b) Shippers who are able to confirm their receipts to KPC within the time set out in such notice shall be permitted to maintain their service. Confirmation shall mean that KPC is able, in good faith, to determine that the Shipper's Natural Gas is being received.
 - (c) If Shipper is unable to provide confirmation within the time set out in the notice, deliveries to Shipper shall be resumed when such confirmation is provided or when the curtailment ceases.

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9.5 Curtailment Compliance

- (a) Without regard to any other remedy provided by law or by the provisions hereof, KPC shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by KPC in compliance with this Section 9 or any directive from any governmental authority having jurisdiction in the premises.
- (b) All volumes received and/or taken in violation of KPC's curtailment or interruption orders, which deviates from the quantities set by KPC in the notice of curtailment by more than three percent (3%) on any day, shall constitute unauthorized receipts or deliveries of Gas for which a charge of:
 - (1) the greater of \$5 or two times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 3% through 10%
 - (2) the greater of \$10 or three times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 10% through 15%
 - (3) the greater of \$15 or four times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 15% shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 9.6, below, which may be given by telephone, confirmed by facsimile transmission or any other reasonable means.
- (c) During each 12 month period, beginning on the effective date of this Section 9, KPC shall refund any net revenue received from the operation of Section 9.5(b). Such refund of net revenue will be pro rated on a monthly basis to each non-offending Shipper during each month that the curtailment was in effect. If KPC incurs a net cost during such 12-month period, the amount will be deferred to offset against revenue in the applicable 12-month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

9.6 Situation Reports, Notices and Indemnification

- (a) KPC shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and

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shall in any event confirm in writing or by facsimile transmission the notice given if originally provided telephonically.

- (b) Shipper shall have the responsibility to inform its end users, suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.
- (c) Shipper shall indemnify KPC against and hold KPC harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by KPC; which shall include any curtailment or interruptions described in any part of this Section 9. Shipper shall not be required to indemnify KPC as stated above to the extent that the curtailment or interruption is a result of KPC's negligence, bad faith or willful misconduct.

9.7 Scheduling During Curtailment

Nominations submitted to KPC during a Curtailment will be accepted pursuant to Section 8.2 herein.

9.8 Reservation Charge Crediting

Any FT Shipper whose service is curtailed pursuant to Sections 9.2 and Section 12.12 hereof shall be entitled to a credit

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against its otherwise applicable reservation charge. Such credit shall be equal to the product of the daily equivalent of the reservation charge and the volume of gas each day that Shipper scheduled and KPC confirmed but could not deliver by virtue of such reduction from a nominated, scheduled and confirmed level of service.

10. POINTS OF RECEIPT

- 10.1 Shipper may designate any Point of Receipt for Gas to be transported under a firm Rate Schedule. Each Point of Receipt shall be identified in the Service Agreement as either a primary or secondary firm Point of Receipt. The sum of the Quantities of Gas from all primary firm Points of Receipt, adjusted for Fuel Reimbursement, specified in the Service Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Service Agreement. Unless the Shipper specifies otherwise, the Quantity of Gas assigned to each secondary firm Point of Receipt the Shipper designates in a rate zone shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Receipt in the same rate zone.
- 10.2 A Shipper may nominate, subject to the provisions of Sections 4, 8, 9 and 12 herein, Quantities of Gas to be transported under a firm Rate Schedule from any Point of Receipt identified in the Service Agreement up to the Quantity of Gas assigned to such Point of Receipt in the Service Agreement.
- 10.3 If the Shipper's Service Agreement has not been assigned pursuant to Section 14 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from a primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete KPC segments, the sum of the Quantities of Gas nominated by the Shipper from all Point(s) of Receipt may exceed the Maximum

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Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a KPC segment do not exceed the Maximum Daily Contract Quantity applicable to such segment.

- 10.4 If the Shipper's Service Agreement has been assigned in part to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions, and has not been recalled pursuant to Section 14.1(e):
- (a) The sum of the Quantities of Gas nominated by the Replacement Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's, Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete KPC segments, the sum of the Quantities of Gas nominated by the Replacement Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a KPC segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and
 - (b) The sum of the Quantities of Gas nominated by the Releasing Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the unassigned Maximum Daily Contract Quantity in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the unassigned Maximum Daily Contract Quantity in its Service Agreement applicable to any segment wherein it has retained service rights.

GENERAL TERMS AND CONDITIONS (Continued)

- 10.5 If the Shipper's Service Agreement has been assigned entirely to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions, and has not been recalled pursuant to Section 14.1(e), the Replacement Shipper may nominate Quantities at Point(s) of Receipt to the same extent the Releasing Shipper could have if the Service Agreement had not been assigned.
- 10.6 If a Shipper nominates Quantities of Gas for transportation from a secondary firm Point(s) of Receipt, Shipper shall retain its priority at the primary Point(s) of Receipt designated in the Service Agreement and may nominate from the primary firm Point(s) of Receipt at any time, subject to the Provisions of Sections 8 and 9 of these General Terms and Conditions.
- 10.7 (a) The reservation component under any Rate Schedule shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Receipt in the Service Agreement except as provided in Sections 10.3(b). Subject to the provisions of Section 10.5 hereof, the reservation components shall be prorated to adjust for changes during the Month for the Point(s) of Receipt designated in the Service Agreement or the Quantities assigned thereto.
- (b) The Quantities of Gas assigned to a secondary firm Point(s) of Receipt shall serve to increase the reservation components to reflect the additional rate zones associated with such Quantities if: (1) the Quantity assigned to a secondary firm Point(s) of Receipt located in a downstream Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located and upstream thereof; or (2) the Quantity assigned to a secondary firm Point(s) of Receipt in a Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the same Zone and upstream thereof.
- 10.8 (a) Subject to Section 7.4 and the availability of capacity, Shipper may submit a request to change any firm primary Point of Receipt or to modify the Quantity of Gas assigned to any firm primary Point of Receipt upon 15 Days prior

GENERAL TERMS AND CONDITIONS (Continued)

written notice to KPC. Such request may be submitted once in any Fifteen (15) Day period.

- (b) A Shipper may submit a request to change any secondary firm Point of Receipt or to modify the Quantity of Gas assigned to any secondary firm Point of Receipt at any time. KPC shall tender a revised contract within one (1) Business Day of receipt of such request.

- 10.9 Upon agreement by operator and KPC, multiple measuring stations belonging to a single operator may constitute a single Point of Receipt.

11. POINTS OF DELIVERY

- 11.1 A Point of Delivery shall be equipped with a Control Device(s) (pressure and/or flow) if service at the Point of Delivery is provided under any Firm Rate Schedule.
- 11.2 A Shipper may designate any Point of Delivery for Gas to be delivered under a particular Transportation Rate Schedule. Each Point of Delivery for firm service shall be identified in the Service Agreement as either primary firm Point(s) of Delivery or secondary firm Point(s) of Delivery. The sum of the Quantities of Gas of all primary firm Point(s) of Delivery specified in the Transportation Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Transportation Agreement, except that a Shipper may exceed its firm Maximum Daily Contract Quantity at a particular point if, as a result of segmentation, such deliveries consists of a forwardhaul(s) and a backhaul(s) to the same point. Nominations that result in a reversal of the Capacity Path will be considered out of the path for scheduling purposes. Unless the Shipper specifies otherwise, the Quantity of Gas assigned to each secondary firm Point of Delivery the Shipper designates in a rate zone shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Delivery in the same rate zone and downstream thereof.
- 11.3 Subject to the conditions of the Rate Schedule under which Shipper is receiving service, Shipper may have multiple primary and secondary Points of Delivery.
- 11.4 Upon agreement by operator and KPC, multiple measuring stations belonging to a single operator may constitute a single Point of Delivery.

GENERAL TERMS AND CONDITIONS (Continued)

- 11.5 Subject to the conditions of the Rate Schedule under which Shipper is receiving service and the provisions of Sections 4, 8, 9, 10 and 12 herein, Shipper may nominate Quantities of Gas to be delivered to any Point of Delivery identified in the Service Agreement, up to the Quantity of Gas assigned to such Point of Delivery in the Service Agreement.
- (a) If the Shipper's Service Agreement has not been assigned in whole or in part pursuant to Section 14 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to a primary firm Point(s) of Delivery shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment.
 - (b) If the Shipper's Service Agreement has been assigned in part pursuant to Section 14 of these General Terms and Conditions and has not been recalled pursuant to Section 14.1(e):
 - (i) the sum of the Quantities of Gas nominated by the Replacement Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete KPC segments, the sum of the Quantities of Gas nominated by the Replacement Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated

GENERAL TERMS AND CONDITIONS (Continued)

for transportation in a KPC segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

- (ii) the sum of the Quantities of Gas nominated by the Releasing Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the unassigned Maximum Daily Contract Quantity in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the unassigned Maximum Daily Contract Quantity in its Service Agreement applicable to any segment wherein it has retained service rights.
 - (c) If the Shipper's Service Agreement has been assigned entirely or in part to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions, and has not been recalled pursuant to Section 14.1(e), the Replacement Shipper may nominate Quantities at Point(s) of Delivery to the same extent the Releasing Shipper could have if the Service Agreement had not been assigned.
 - (d) If a Shipper nominates Quantities of Gas for Transportation to a secondary firm Point(s) of Delivery, Shipper shall retain its priority at the primary firm Point(s) of Delivery designated in the Transportation Agreement and may nominate from the primary firm Point(s) of Delivery, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.
- 11.6 (a) The reservation components applicable to Shippers under any firm Rate Schedule shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Delivery in the Service Agreement except as provided in Section 11.6(b). Subject to the provisions of Section 11.7 hereof, the reservation components shall be prorated to adjust for

GENERAL TERMS AND CONDITIONS (Continued)

changes during the Month in the Point(s) of Delivery designated in the Service Agreement or the Quantities assigned thereto.

- 11.7 (a) Subject to the availability of capacity and the provisions of Section 7.4, Shipper may submit a request to change a primary firm Point of Delivery located at any point which is within the KPC segment between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement or to modify the Quantity of Gas at any primary firm Point of Delivery within the Maximum Daily Contract Quantity specified in the Service Agreement upon 15 Days prior written notice to KPC. Such a request may be submitted once in any Fifteen (15) Day period. A change in the primary firm Point(s) of Delivery or modification in the Quantity of Gas at the primary firm Point of Delivery pursuant to this Section shall not be made so as to reduce the reservation charges applicable under the Service Agreement. A Shipper may add a primary Point(s) of Delivery that is not between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement and may increase the Maximum Daily Contract Quantity at any primary Point of Delivery over and above the prevailing Quantities under the Service Agreement pursuant to Section 7.
- (b) A Shipper may submit a request to change any secondary firm Point(s) of Delivery or to modify the Quantity of Gas assigned to any secondary firm Point(s) of Delivery at any time. KPC shall tender a revised contract within one (1) Business Day of receipt of such request.

GENERAL TERMS AND CONDITIONS (Continued)

12. CONDITIONS OF RECEIPT AND DELIVERY AND BALANCING

Deliveries of Gas by KPC to, or for the account of, any Shipper are absolutely dependent upon confirmed receipts of Gas scheduled for delivery. KPC shall not, under any circumstances, be obligated to deliver any Quantities of Gas for which the Thermal Equivalent, adjusted for Fuel Reimbursement, has not been received by KPC for service under any Service Agreement.

- 12.1 KPC and Shipper, by mutual agreement, shall establish the date of commencement of receipt and delivery of Gas hereunder.
- 12.2 Shippers shall use their best efforts to receive and deliver Gas hereunder at uniform hourly rates of flow. If the Quantities of Gas received and delivered are not in balance on any particular Day such imbalance shall be corrected by Shipper as promptly as is reasonably consistent with operating conditions.
- 12.3 Unless otherwise agreed to in writing by KPC and Shipper, deliveries of Gas at a Point of Delivery shall be at such pressure as may exist in KPC's pipeline at such point from time to time.
- 12.4 Deliveries of Gas at the Point of Receipt shall be at a pressure sufficient to enter KPC's pipeline system at such point.
- 12.5 Shipper shall be responsible for upstream and downstream Transportation and Storage arrangements. To the extent Shipper's upstream or downstream transporters do not deliver or receive Gas for any reason KPC shall not be obligated to receive or deliver Gas.
- 12.6 If a Shipper is unable to accept Quantities of Gas tendered at the Point(s) of Delivery on any Day, then KPC shall not be obligated to receive Gas at the Point(s) of Receipt on such Day.

GENERAL TERMS AND CONDITIONS (Continued)

- 12.7 Should Shipper be unable to provide Quantities of Gas scheduled at the Point(s) of Receipt on any Day, then KPC shall not be obligated to deliver Gas at the Point(s) of Delivery on such Day.
- 12.8 KPC shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. Unless Shipper or Shipper's designee elects to exercise its rights to process Gas for removal of moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts and has made arrangements for such processing at an existing point on KPC's system, KPC will have the unqualified right to process such gas for the purpose of removing such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts, and the ownership of such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts, shall be vested in KPC. KPC must be advised prior to January 1 and July 1 of each year by Shipper or Shipper's designee for the following six (6) months of Shipper's or Shipper's designee's exercise of their right to process Gas for removal of such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts and of the arrangements made therefor. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at any Point of Receipt, and that KPC's sole obligation is to deliver the Thermal Equivalent of Quantities of Gas received, adjusted for Fuel Reimbursement.
- 12.9 Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, based on the best information available to Shipper. KPC shall make available to Shipper information regarding daily receipts and

GENERAL TERMS AND CONDITIONS (Continued)

daily deliveries based on the best operating information (hereinafter called Operating Data) available to KPC and shall make such information available to all parties to the transaction. KPC shall make Operating Data available on the IEC System, within one Business Day following the conclusion of the production Day for meters equipped with EGM or the availability of chart measurement for meters not so equipped.

12.10 Allocation of Deliveries

Quantities of Gas delivered at any Point of Delivery on any Day shall be allocated pursuant to the allocation methodology as described of Section 8.5(a).

12.11 Balancing Charges

It shall be the responsibility of the Shipper receiving any transportation service(s) from KPC, or any party using such services on behalf of the Shipper, to use all reasonable efforts to ensure that receipts and deliveries of gas are equal to the nominations scheduled by KPC.

If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for Fuel Reimbursement, and Quantities of Gas delivered, the following charges shall apply to imbalances in such Quantities.

(a) Monthly Balancing

For the purposes of this Section 12.11(a), Maximum Accumulated Imbalance Quantity (MAIQ) shall be established as the product of 1 times the Maximum Daily Contract Quantity (MDCQ) under a firm Transportation Agreement or 1,000 Dt., and 10% of the applicable month scheduled volumes or 1,000 Dt, whichever is greater.

Each Month, KPC shall determine for each Shipper receiving service under any firm or interruptible Rate Schedule the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month's period. Provided that

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Shipper has not been notified by KPC that its imbalances are creating an operational problem on its system, and that the continuation of the imbalance is endangering service to other Shippers, the resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel Reimbursement, exceed actual deliveries, the excess shall be applied to any prior accumulated imbalance due KPC first. If receipts still exceed deliveries, then an imbalance due Shipper shall be carried without charge, up to The MAIQ. Any imbalance, including that portion in excess of the MAIQ, may be resolved in accordance with the provisions set forth in Section 12.17.

GENERAL TERMS AND CONDITIONS (Continued)

- (i) Cash-out procedure: Any imbalance in excess of the MAIQ remaining after application of the imbalance resolution procedures set out in Section 12.17, shall be sold by Shipper to KPC according to the following schedule:

Percentage Imbalance Level in Excess of MAIQ	Applicable Mid Continent Spot Index
0% - 5%	1.0 x Lowest weekly Price
> 5% - 10%	.9 x Lowest weekly Price
>10% - 15%	.8 x Lowest weekly Price
>15% - 20%	.7 x Lowest weekly Price
>20%	.6 x Lowest weekly Price

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas received during the Month in which the excess occurred, unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

GENERAL TERMS AND CONDITIONS (Continued)

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, the excess shall be applied to any prior accumulated imbalance due Shipper first. If deliveries still exceed receipts, then an imbalance due KPC shall be carried without charge up to the MAIQ. Any imbalance, including that portion in excess of the MAIQ, may be resolved in accordance with provisions set forth in Section 12.17.

- (i) Cash-out procedure: Any imbalance in excess of the MAIQ remaining after application of the imbalance resolution procedures set out in Section 12.17 shall be purchased by Shipper from KPC according to the following schedule:

GENERAL TERMS AND CONDITIONS (Continued)

Percentage Level in Excess of MAIQ	Applicable Imbalance Mid-Continent Spot Index
0% - 5%	1.0 x Highest Weekly Price
> 5% - 10%	1.1 x Highest Weekly Price
>10% - 15%	1.2 x Highest Weekly Price
>15% - 20%	1.3 x Highest Weekly Price
>20%	1.4 x Highest Weekly Price

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas delivered during the Month in which the excess occurred, unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

- (3) During each twelve month period beginning on the effective date of this Section 12, KPC shall refund any net revenue (sales revenue less purchase cost) received from operation of paragraphs (a)(1) and (2) to all shippers on a pro-rata basis based on quantity delivered under rate schedules applicable to this Section 12 to each shipper during such twelve (12) month period. If KPC incurs a net cost during such twelve month period, the amount will be deferred and offset against revenue in the next twelve (12) month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

(b) Mid-Continent Spot Price Calculation

For disposition of excess receipts and deliveries under Sections 12.11(a)(1) and (2) herein, the weekly Mid Continent Spot Index shall be the Kansas/Oklahoma Field Zone Price for Gas delivered to Panhandle Eastern Pipeline Company from the table "Spot Prices

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on Interstate Pipeline Systems" in NATURAL GAS WEEK Gas Price Report. If the reported price referenced above is not published for any week required, KPC shall determine the Mid Continent Spot Price using another publication that publishes the spot price for Gas delivered to Panhandle Eastern Pipe Line Company as described above. For purposes of calculating amounts due Shipper or KPC, the highest or lowest weekly price for the month in which the imbalance occurred shall be used.

(c) Reserved.

GENERAL TERMS AND CONDITIONS (Continued)

(d) Reserved.

(e) Prior Month Adjustments

An allocation and/or meter adjustment becomes a Prior Month Adjustment (PMA) after the fifth (5th) business day following the business month. All PMA's will be adjusted back to the applicable production month. Measurement data corrections should be processed within six (6) months of the production month, with a three (3) month rebuttal period.

(f) Hourly Delivery Notification

If a Shipper under any Rate Schedule herein, is duly notified by KPC to limit hourly deliveries and continues to receive more Gas at the Point(s) of Delivery than the amount allowed, Shipper shall pay:

- (1) the greater of \$5 or two times the daily spot price as defined in Section 1.6) for each Dt which exceeds authorized delivery levels by more than 3% through 10%
- (2) the greater of \$10 or three times the daily spot price as defined in Section 1.6) for each Dt which exceeds authorized delivery levels by more than 10% through 15%
- (3) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15% for the excess deliveries in addition to all other applicable charges.

During each 12 month period, beginning on the effective date of this Section 12, KPC shall refund any net revenue received from the operation of Section 12.11(f). Such refund of net revenue will be pro rated on a monthly basis to each non-offending Shipper during each month that the hourly delivery notification was in effect. If KPC incurs a net cost during such 12-month period, the amount will be deferred to offset against revenue in the applicable 12-month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

GENERAL TERMS AND CONDITIONS (Continued)

12.12 Operational Flow Orders

KPC may issue operational flow orders to Shippers under any firm or interruptible Rate Schedule as it deems necessary to protect the integrity of its system or any portion thereof. KPC's actions with respect to operational flow orders are to be reasonable, objective, and nondiscriminatory. No Shipper that is subject to an operational flow order shall be required to exceed its contractual rights or obligations under its agreement with KPC. KPC shall not be liable for any resulting damages, costs, or expenses incurred as a result of such flow order unless such damages, costs, or expenses result from the negligence or willful misconduct by KPC. The types of operational flow orders described below are illustrative and are not intended to be all-inclusive. If any Shipper does not follow the operational orders issued hereunder, such Shipper, in addition to all other remedies, shall be liable for any resulting damages, costs, or expenses and will indemnify KPC from any such damages, costs and Expenses to KPC or any other party.

Operational flow orders will be issued by 2:00 p.m. Central time. Nomination changes must be made by 8:00 a.m. on the gas day following issuance of the operational flow order. The operational flow order will be effective one gas day later (second gas day after issuance of OFO), unless otherwise provided in the order. KPC may make OFO's effective with a shorter notice if necessary to protect the integrity of its system.

KPC recognizes that the success of a seven (7) day a week, twenty-four (24) hour a day nomination process is dependent on the availability of KPC and Shipper's scheduling personnel on a similar basis. KPC and shipper contacts need not be at their ordinary work sites, but should be available by telephone or beeper. If KPC is unable to contact any Shipper because that Shipper's contact person(s) is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communications.

Operational flow orders shall be issued by telephone and facsimile transmission and shall also be posted on KPC's IEC. Notice of such operational flow order shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance. KPC will issue general, system-wide OFO's only after KPC determines that it is not possible for it to issue an OFO on a specific portion of the system.

12.12 (a) Types of Operational Flow Orders

(1) Emergency Unscheduled System Maintenance

KPC may direct Shippers under any firm or interruptible Rate Schedule to increase or decrease receipts of flowing gas in specified line segments in order to accommodate required unscheduled maintenance.

(2) Specific Line Segments

KPC may direct Shippers under any firm or interruptible Rate Schedules to increase or decrease receipts of flowing gas in order to maximize available compressor station horsepower on high demand days, maximize system capacity, maintain proper receipt distribution on its system, or mitigate high system pressures.

(3) Voluntary Arrangements

KPC may also activate any prearranged Voluntary arrangements under which gas is diverted from one Shipper to another.

KPC may direct shippers under any firm or interruptible Rate Schedules to increase receipts of flowing gas to maintain a system balance on KPC's system.

GENERAL TERMS AND CONDITIONS (Continued)

KPC may issue any other operational flow order it deems necessary to protect the integrity of its system. On any occasion when KPC issues an operational flow order under this subsection, pursuant to Section 12.12 herein, KPC will post on the IEC System a detailed description of the situation which necessitated the issuance of that particular operational flow order and an estimate of when the OFO will begin and end.

- 12.12 (b) The charge for variances beyond the tolerance levels as stated in the OFO shall be:
- (1) the greater of \$5 or two times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 3% through 10%
 - (2) the greater of \$10 or three times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 10% through 15%
 - (3) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15%

In the event that KPC is unable to provide shippers twenty-four (24) hours notice of an OFO, KPC shall waive OFO penalties only on the first day of issuance of an OFO.

During each 12 month period, beginning on the effective date of this Section 12, KPC shall refund any net revenue received from the operation of Section 12.12(b). Such refund of net revenue will be pro rated on a monthly basis to each non-offending Shipper during each month that the OFO was in effect. If KPC incurs a net cost during such 12-month period, the amount will be deferred to offset against revenue in the applicable 12-month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

12.13 Extreme Condition

When KPC declares an extreme condition situation as to any portion of its system, the daily scheduling tolerance level for that portion of its system shall be reduced from 5% to 3% and the charge for variances beyond the reduced tolerance level shall be:

- (a) the greater of \$5 or two times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 3% through 10%
- (b) the greater of \$10 or three times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 10% through 15%

GENERAL TERMS AND CONDITIONS (Continued)

- (c) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15%

For purposes of this Section 12.13, an extreme condition situation exists on any portion of KPC's system when throughput approaches capacity, when weather conditions so require, or when operating pressures on the affected portion are significantly less than or greater than normal system operating pressures despite KPC's efforts to maintain normal pressures, and a further decline or increase in operating pressures would impair KPC's ability to receive or deliver Quantities of Gas in accordance with its service obligations. KPC may declare an extreme condition situation for the portion of its system affected by the extreme condition situation by notifying the meter operator(s) and Shipper(s) through the IEC System and by telephone and facsimile communication. Once declared, KPC will post notification of the extreme condition situation on the IEC System at the commencement of each Day until KPC notifies the meter operator(s) and the Shipper(s) through the IEC System and telephone and facsimile communication that the extreme condition situation has ended. When an extreme condition situation is declared to become effective at any time other than the commencement of any Day, Shippers will use their best efforts to bring deliveries to nominated levels as soon as possible but in no event later than two (2) hours, after which the increased Daily Scheduling Charge provided for in this Section 12.13 shall be applied to variances in excess of the 3% tolerance level.

During each 12 month period, beginning on the effective date of this Section 12, KPC shall refund any net revenue received from the operation of Section 12.13. Such refund of net revenue will be pro rated on a monthly basis to each non-offending Shipper during each month that the extreme condition was in effect. If KPC incurs a net cost during such 12-month period, the amount will be deferred to offset against revenue in the applicable 12-month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

- 12.14 Upon termination of firm or interruptible Transportation Service, Shipper shall reduce to zero any remaining imbalance within Sixty (60) Days of the date that KPC notifies Shipper of such imbalance. Such reduction may be accomplished by assigning the imbalance within MAIQ to another firm or interruptible Service Agreement as long as such assignment will not result in an imbalance in excess of MAIQ on the Service Agreement to which the imbalance is assigned. If Shipper does not reduce the remaining imbalance to

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zero within such period, KPC shall retain those quantities it owes Shipper free and clear of any adverse claims and shall charge Shipper and Shipper shall be obligated to pay for those quantities Shipper owes KPC at a rate equal to 1.5 times the Mid Continent Spot Price as defined in Section 12.11(b) for the Month in which the Service Agreement terminated.

During each 12 month period, beginning on the effective date of this Section 12, KPC shall refund any net revenue received from the operation of Section 12.14. Such refund of net revenue will be pro rated on a monthly basis to each non-offending Shipper during each month that a net cash-out resulting from contract termination was received. If KPC incurs a net cost during such 12-month period, the amount will be deferred to offset against revenue in the applicable 12-month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

12.15 OFO Report

Within thirty (30) days after the termination of any OFO issued pursuant to this Section 12, KPC shall post on its IEC System the factors that caused the OFO to be issued and then lifted.

GENERAL TERMS AND CONDITIONS (Continued)

12.16 Unauthorized Overrun Receipts

KPC shall notify Shipper of excess receipts in order to permit Shipper to reduce receipt quantities. If the excess receipts continue and such receipts jeopardize The safety of the KPC system or KPC's ability to serve other Shippers, KPC shall be entitled to refuse to accept such excess receipts. If, despite such refusal the excess receipts continue all further excess receipts as to which notice has been given shall be treated as excess receipts under Section 12.11(a) with a percentage imbalance level greater than 20%.

12.17 Imbalance Trading and Netting Procedures

To the extent that a Shipper has not been notified by KPC that its imbalances are creating an operational problem on its system, and that the continuation of such imbalance is endangering service to other Shippers, KPC shall notify and post in accordance with the provisions set forth in this section, the total imbalance quantity including the portion thereof that is equal to or greater than the MAIQ for netting and/or trading. Shipper shall have until the end of the period specified in this section to eliminate its imbalance with no further penalty. If Shipper does not eliminate such imbalance by the end of such period, or has been notified by Pipeline that its imbalance is creating an operation problem, such imbalance shall be Cashed-out pursuant to the provisions set forth in Sections 12.11(a)(1)(i) and 12.11(a)(2)(i) hereof.

- (i) On or before the ninth (9th) business day of each month, KPC shall send Shipper a statement detailing the unresolved imbalance volume for the previous month within each Service Agreement. Shippers may correct monthly imbalances, until the close of business on the seventeenth (17) business day of each month, by trading imbalances with other Shippers, or by netting imbalances created under its own transportation contracts.

GENERAL TERMS AND CONDITIONS (Continued)

- (ii) Shippers shall use certain forms as prescribed by KPC, to notify KPC as to how its monthly imbalances will be resolved for the preceding calendar month. These forms are located on KPC's Internet web site under "Informational Posting", and are listed as Imbalance Trading and Netting Forms. Such notification from Shipper (the initiating trader) shall be considered by KPC as its authorization to proceed as indicated on the submitted form. Shippers can access the forms by downloading such forms from KPC's website or by printing the forms directly from the Internet browser.

- (iii) In order for Shippers to post imbalances to KPC's Internet website, they must complete and submit to KPC, the Monthly Imbalance Trading and Netting Form No 1., as specified by KPC on such form. KPC must receive such completed form by 11:45 a.m. Central Clock Time ("CCT") in order for imbalances to be posted by 8:00 a.m. CCT the next business day. Upon receipt of such form, KPC shall post Shipper's imbalances to its Internet website, to allow Shipper to trade the specific quantity with other Shippers. Any imbalances previously authorized shall be posted to the KPC's Internet website on or before the ninth (9th) business day of the month. Shippers shall have the ability to view, and download such postings. KPC shall not be required to post zero (0) imbalances.

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GENERAL TERMS AND CONDITIONS (Continued)

- (iv) In order for Shippers to trade and/or net their imbalances, they must complete and submit to KPC the appropriate Monthly Imbalance Netting and Trading Forms, as specified by KPC on such forms. Form No. 2 shall be used by the Shipper (the initiating trader), for transactions relative to netting imbalances across its own transportation contract. Form No. 3 shall be used by the Shipper (the initiating trader), for transactions relative to trading imbalances with other Shippers (the confirming trader). KPC must receive such completed form prior to the seventeenth (17) business day of the month. In order for imbalances to be netted or traded, the imbalances must occur within the same production month and same Zone in which the original imbalance occurred, and must not have an adverse impact KPC's system.
- (v) Shippers can withdraw its imbalance trades by using the Imbalance Trading and Netting Form No. 4, as long as this form is received by KPC prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by the KPC. After receipt of an Imbalance Trade Confirmation, KPC shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon CCT the next business day.
- (vi) After the seventeenth (17) business day of the month KPC shall adjust the preceding month's imbalance to reflect the quantities traded and/or netted. No additional charges to the

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GENERAL TERMS AND CONDITIONS (Continued)

Shippers will be imposed for trading or netting of monthly imbalances under this section.

- (vii) To account for any imbalances remaining after imbalance trading and cash-out, where KPC associates such imbalances with a contract, Shipper and KPC shall agree to designated one of the Shipper's valid contracts in the Operational Impact Area where the original imbalance occurred, for such purpose.

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GENERAL TERMS AND CONDITIONS (Continued)

13. POLICY FOR CONSTRUCTION OF NEW RECEIPT OR DELIVERY FACILITIES

Shipper shall reimburse KPC or cause KPC to be reimbursed for any and all costs and expenses incurred in constructing, establishing or modifying the facilities required for receipt or delivery of Gas hereunder. In this regard, all new receipt and delivery meters shall require EGM and all new delivery meters shall require a Flow Control Device if required by the type of service requested.

14. PROCEDURES FOR ASSIGNMENT OF SERVICE RIGHTS

14.1 Service Rights That May Be Assigned

- (a) The Service Agreements of a Releasing Shipper with Service Agreements under any FT or FT-NN Rate Schedules may be assigned, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.
- (b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 14.2.
- (c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that KPC shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 14, and, (3) executes a Service Agreement as prescribed by this Tariff.
- (d) A Replacement Shipper may assign its Service Agreement as a Releasing Shipper pursuant to this Section 14.

GENERAL TERMS AND CONDITIONS (Continued)

14.2 Initiation of the Assignment of Service Rights

- (a) A Releasing Shipper may initiate the assignment of its Service Agreement by posting a Release Notice in the form prescribed by this Tariff on the IEC System. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.
- (b) In the Release Notice, the Releasing Shipper must specify the (i) term, (ii) quantity, (iii) minimum rate, expressed in dollars and cents or percent of maximum rate, if applicable, the Releasing Shipper is willing to accept, (iv) whether the assignment is subject to recall, including the right of a partial day recall, and the applicable recall conditions as well as reput methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, and (v) for prearranged releases, whether the release is to an asset manager or marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. Section 284.8. The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, whether bids for a portion of the capacity offered will be accepted; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions.
- (c) The Releasing Shipper may arrange for the assignment of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to KPC. Such designated Replacement Shipper must be on the approved bidders list and shall acknowledge the release notice through the IEC system as a prerequisite to the posting of the release notice. However, the assignment will not become effective except as provided in this Section 14.

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GENERAL TERMS AND CONDITIONS (Continued)

14.3 Posting

- (a) Shipper will post the information provided in each Release Notice on the IEC System. The posting will include the MDCQ available for assignment, the Points of Receipt and Delivery and the released quantity for each point, the term of the assignment, whether the assignment is firm or recallable and the recall conditions, including the right of a partial day recall, if applicable, the minimum rate expressed in dollars and cents or percent of maximum rate, if applicable, that the Releasing Shipper will accept, and any other conditions.
- (b) The posting will commence upon receipt of the Release Notice. The Capacity Release Timeline is as follows:
 - (i) For short-term releases (less than 5 months):
 - Offers should be tendered by 1:00 p.m. on the day before the nominations for short-term releases (less than 5 months);
 - Open season ends no later than 2:00 p.m. on the day before nominations are due (evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
 - Evaluation period ends at 3:15 p.m.;
 - Match or award is communicated by 3:15 p.m.;
 - Match response by 4:00 p.m.;
 - Award posting by 5:00 p.m.;
 - Posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
 - Contract tendered with contract number by 10:00 a.m.; contract executed; nomination possible for next day gas flow (Central Clock Time).

GENERAL TERMS AND CONDITIONS (Continued)

- (ii) For longer term releases (5 months or more):
 - Offers should be tendered by 1:00 p.m. four business days before award for long-term releases;
 - Open season ends no later than 2:00 p.m. on the day before nominations are due (open season is 3 business days);
 - Evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - Evaluation period ends at 3:15 p.m.;
 - Match or award is communicated by 3:15 p.m.;
 - Match response by 4:00 p.m.;
 - Award posting by 5:00 p.m.;
 - Posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
 - Contract tendered with contract number by 10:00 a.m.; contract executed; nomination possible for next day gas flow (Central Clock Time).

14.4 Bidding For Assignments

Any party must bid on the IEC system to accept assignment of the Service Agreement under the conditions posted in conjunction with a Release Notice.

In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a capacity release service agreement with KPC in the form as set forth in this tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies KPC to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 of these General Terms and Conditions.

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No bids will be accepted for Service Agreements where the Releasing Shipper notifies KPC in its Release Notice that it has arranged for the assignment of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list and that has agreed to all conditions applicable to the assignment if: (i) the Designated Replacement Shipper is an asset manager as defined by FERC regulations at 18 C.F.R. Section 284.8; (ii) the Designated Replacement Shipper is a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. Section 284.8; (iii) the release is for a term of more than one year at the maximum rate; or (iv) the release is for a term of thirty-one (31) days or less, except rollovers. Any other capacity release and assignment shall require advance posting and bidding. An assignment for which no bids will be accepted may be submitted by electronic data interchange and shall be acknowledged by the Designated Replacement Shipper and posted on the IEC system by 9:00 a.m. on the day of nomination. Bids to accept assignment of the Service Agreement must specifically identify any contingencies and may be made through the IEC System only. If the Releasing Shipper requires a prepayment deposit, the party Submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by KPC.

The capacity release procedure is applicable to all parties included in the capacity release process; however it is only applicable if: 1) all information provided by the parties to the transaction is valid and, 2) there are no special terms or conditions of the release.

A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the IEC System at any time prior to the close of the posting period specified in Section 14.3(b) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the Close of the bidding period.

Bids to accept assignment will be posted on the System with any contingencies identified and with the bidder's identity deleted.

GENERAL TERMS AND CONDITIONS (continued)

14.5 Selection of Replacement Shipper

- (a) The Addendum to the Capacity Release Service Agreement will be provided within the time period specified in Section 14.3 to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 14.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value, and whose bid meets all the conditions placed upon the assignment by the Releasing Shipper as provided for in Section 14.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the assignment, KPC will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 14.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, KPC shall rank the bids and award the bids, best bid first, until all offered capacity is awarded.
- (b) If the Releasing Shipper has notified KPC in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the posted tariff maximum rate for the service, if applicable, and no party submits a bid for the assignment providing greater economic value, KPC will provide the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper for execution.
- (c) If the Releasing Shipper has notified KPC in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the posted tariff maximum rate for the service, if applicable, the Designated

GENERAL TERMS AND CONDITIONS (continued)

Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 14.3.

- (d) KPC shall post the winning bid and bidder on the IEC System for ninety (90) Days whether or not the bidder executes a Service Agreement.

14.6 Rights and Obligations of Releasing Shipper

- (a) Except as provided in Section 14.6(f), the Releasing Shipper shall continue to be responsible to KPC For all reservation charges and reservation surcharges for Transportation service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been assigned. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under KPC's Tariff to Quantities of Gas actually transported.
- (b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers less any negotiated marketing fee, and or fees to be paid to KPC pursuant to a Revenue Sharing Agreement, retained by KPC pursuant to Section 14.8 and 14.9. In the event of a release for a term of more than one year, with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of KPC's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service.

GENERAL TERMS AND CONDITIONS (continued)

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve KPC, the releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 14.

- (c) When a Releasing Shipper assigns Transportation service rights under any Rate Schedule, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ assigned. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the assignment to avoid balancing charges pursuant to Section 12.11.
- (d) When a Releasing Shipper assigns its service rights under a FT or FT-NN Agreement, by assigning service rights by segment, and/or by assigning only a portion of the MDCQ under that Agreement, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the assignment and the Releasing Shipper will be able to utilize only the unassigned service rights during the term of the assignment.
- (e) If the Releasing Shipper's Service Agreement has been assigned to a Designated Replacement Shipper for a period of not more than thirty-one (31) Days, the Releasing Shipper may not assign the Service Agreement to the same Replacement Shipper for a term of not more than Thirty-one (31) Days until twenty-eight (28) Days after the termination of the assignment unless the Service Agreement is posted on the EBB System for bidding in accordance with this Section 14 or the Replacement Shipper has agreed to pay the posted maximum rate, or higher, for the service, is on the approved bidders list and all the other conditions applicable to the assignment.
- (f) If the Releasing Shipper's Service Agreement is assigned permanently for the remaining term of the agreement, subject to KPC's agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement.

GENERAL TERMS AND CONDITIONS (continued)

- (g) Releasing Shipper(s) may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall unscheduled released capacity at the Intraday 1 and Intraday 2 Nomination cycles by providing notice to KPC by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8:00 a.m. CCT for the Intraday 1 Nomination Cycle, and 3:00 p.m. CCT for the Intraday 2 Nomination Cycle. Notification to Replacement Shipper(s) shall be provided by KPC within one hour of receipt of recall notification.

14.7 Rights and Obligations of the Replacement Shipper

- (a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the assignment require otherwise. At the time a valid service contract has been issued to a Replacement Shipper, pursuant to Section 14 herein, all references to "Shipper" throughout this FERC Gas Tariff shall include "Replacement Shipper."
- (b) A Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions upon completion of the Addendum to the Capacity Release Service Agreement.
- (c) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation service provided under the Capacity Release Service Agreement. Notwithstanding anything to the contrary in this FERC Gas Tariff or in any non-conforming service agreement of the Releasing Shipper, the Replacement Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the Fuel Reimbursement Percentages calculated under Section 23 of these General Terms and Conditions and listed in the applicable statement of Currently Effective Rates.
- (d) Commodity charges and volumetric surcharges which are applicable under KPC's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the maximum rate contained on the currently effective Tariff sheet unless KPC is permitted to and agrees to a lesser rate under its tariff.

14.8 Marketing Fee

The Releasing Shipper and KPC may agree that, in return for KPC actively marketing the Releasing Shipper's Service Agreement, KPC will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.

14.9 Revenue Sharing Agreement

The Releasing Shipper and KPC may agree to enter into a Revenue Sharing Agreement for revenues generated by capacity release transactions in excess of revenues generated by the currently posted maximum tariff transportation rate. KPC will file these agreements with FERC and will reflect this fee on the Releasing Shipper's invoice. Revenue Allocated to KPC pursuant to a Revenue Sharing Agreement will not be subject to refund or pass through to other Shippers on the KPC System.

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GENERAL TERMS AND CONDITIONS (continued)

15. UPSTREAM SERVICE RIGHTS

This section sets forth the terms and conditions under which KPC will make available capacity retained under that certain Amended and Restated Agreement of Lease between KansOk Partnership (predecessor in interest to KPC) and Transok, Inc. (predecessor in interest to Enogex LLC ("Enogex")) dated April 24, 1992, including all exhibits and amendments Thereto ("Enogex Lease"). This provision is designed to Reflect the Commission's open access policies. This provision shall not apply to the extent the Enogex Lease is assigned directly to any Shipper.

15.1 Shippers nominating gas for delivery under the Enogex Lease shall be subject to all terms and conditions on the Lease and shall be responsible for all imbalances and for the payment of all penalties and charges incurred. Shipper shall pay KPC the actual transportation costs incurred by KPC under the terms of the Enogex Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Enogex's system.

The rates for Zone 1, as reflected herein, include costs associated with the Enogex Lease (KansOk Partnership, Docket No. PR94-3-000). The lease's annual minimum cost is calculated and fixed on a monthly basis. Each month, the minimum cost is offset by the actual cost of gas transported under the lease. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the lease by specific receipt point. Revenues in excess of the monthly minimum rate requirement are paid to Enogex when actual transportation costs are greater than the required monthly minimum payment. Shipper shall reimburse KPC for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate. The following example demonstrates the monthly calculation: Assuming (i) the annual minimum cost is one million dollars; and (ii) the firm transportation in Zone 1 is held by two firm shippers, one holding 51.23% of the firm capacity and one holding 48.77% of the firm capacity, the minimum monthly payments due Enogex by KPC would be as follows:

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Month	% of Annual Payment	51.23% Obligation	48.77% Obligation
Jan/Feb/Mar/Dec	10.50%	\$53,792	\$51,209
Apr	9.50%	\$48,669	\$46,552
May	8.00%	\$40,984	\$39,016
Jun/Jul/Aug/Sep	6.00%	\$30,738	\$29,262
Oct	6.50%	\$33,300	\$31,701
Nov	10.00%	\$51,230	\$48,700
		-----	-----
		\$512,300	\$487,700

The actual per dekatherm cost based on quantity of gas transported by receipt point is:

Meter # of	Meter	Line	For Deliveries to Primary Delivery Point	
			Quantities Up	Quantities in Excess
000186	Chitwood	3	\$ 0.10	\$ 0.06
004121	Spring Valley	7	0.08	0.04
004411	Amoco Red Oak	23	0.10	0.05
004416	Amoco to Line 23	23	0.10	0.05
004420	Amoco Panola	23	0.10	0.05
004450	NorAm-Latimer (by	23	0.10	0.05
010235	Williams-Perry	7	0.08	0.04
010379	Okarche	8 &/or 32	0.065	0.04
010385	TOK/Limestone	23	0.10	0.05
010399	NorAm-Ac (by	23	0.10	0.05
010634	TOL/Anadarko	25	0.10	0.06
010646	Ozark (by displacement)	23	0.10	0.05
011085	Crescent Plant	32	0.08	0.04
011095	Kingfisher	32	0.08	0.04
011120	Chaney Dell	7	0.08	0.04
011185	Rodman	7	0.08	0.04
030846	El Paso-Icanute	28	0.10	0.06
030914	Cyril West CRP	14	0.10	0.06
W-Transfer	West Pool	N/A	0.12	0.12
E-Transfer	East Pool	N/A	0.06	0.06

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GENERAL TERMS AND CONDITIONS (continued)

- 15.2 KPC shall be entitled to recover all increases in the Enogex minimum monthly lease payment established in Article 4.1 of the Enogex Lease through a limited NGA Section 4 filing to Adjust the Zone 1 Reservation Charge under any firm Rate Schedule, the Zone 1 Usage Charge under Rate Schedule IT, and the Maximum Commodity Charge under Rate Schedule PAL.
- 15.3 Shippers shall be required to furnish Gas retained by Enogex from time to time as compressor fuel and lost and unaccounted for gas. Fuel percentages retained by Enogex under the Enogex Lease shall be posted for Informational purposes on KPC's IEC.

16. STATEMENTS AND PAYMENTS

Billing under Rate Schedules: The imbalance statement shall be rendered prior to or with the invoice, and the transportation invoice shall be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, or facsimile transmission and delivered to the designated site.

If Shipper's payment differs from the invoice, Shipper will provide remittance detail to KPC. Shipper will designate invoice numbers on all payments. Such charges may be based on estimated Quantities of Gas if actual Quantities of Gas are unavailable in time to prepare the billing. In that event, KPC shall provide, in the succeeding Month's billing, an adjustment based on any difference between actual Quantities of Gas and estimated Quantities of Gas. If Shipper has contracted for multiple services with KPC, then Shipper may receive a master bill which shall contain multiple charges for the multiple services and/or contracts for which Shipper has contracted.

Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from the date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS (continued)

16.1 (a) Payment

Shipper shall pay KPC by Electronic Funds Transfer to a designated bank account established by KPC for billed amounts equal to or greater than \$100,000. For billed amounts less than \$100,000 Shipper shall pay KPC by check to KPC's designated Post Office Box or at Shipper's election by Electronic Funds Transfer to a designated bank account established by KPC. Payments shall be made by Shipper to KPC within Ten (10) Days from the date on which the bill is sent (Due Date) for all charges billed in accordance with the provisions of the applicable Rate Schedules. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by KPC.

(b) Unpaid and Disputed Bills

- (i) If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute. Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(c)(2) (iii) of the Commission's Regulations, from the Due Date until date of receipt of payment by KPC. If such failure to pay continues Thirty (30) Days after payment is due, KPC, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid after KPC provides Shipper with Twenty (20) Days prior written notice; provided, however, that if Shipper in good faith disputes in writing the amount of any such bill or parts thereof and pays to KPC such amounts as it concedes to be correct, and at any time thereafter within Thirty (30) Days of demand made by KPC shall furnish a good and sufficient surety bond

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GENERAL TERMS AND CONDITIONS (continued)

guaranteeing payment to KPC of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then KPC shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. If resolution of the dispute is in favor of Shipper and the Shipper furnished a surety bond instead of paying the disputed amount, then KPC shall reimburse Shipper for the cost of securing that surety bond. No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.

(ii) Reserved.

16.2 Reserved.

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GENERAL TERMS AND CONDITIONS (continued)

16.3 Refunds

Refunds due Shipper pursuant to the terms of this tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

- (a) Shipper has transmitted payment for services to KPC by Electronic Funds Transfer within the Twelve (12) Month period preceding the date of the refunds; and
- (b) Shipper has designated in writing a bank account for the receipt of Electronic Funds Transfers at least Thirty (30) Days prior to the date established for refunds; and
- (c) The amount of the refund, including interest, equals or exceeds \$100,000.

Refunds not paid by Electronic Funds Transfer shall be paid by check.

17. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

- 17.1 Periodically rates and charges under KPC's Tariff shall be adjusted to reflect changes in KPC's expenditures, an example of which is the Annual Charge Adjustment.

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Superseding: Original Sheet No. 180

GENERAL TERMS AND CONDITIONS (continued)

17.2 Annual Charge Adjustment Provision (ACA)

(a) Purpose

Annual charges are assessed to KPC by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed KPC by the Commission, this Section 17.2 establishes pursuant to Section 154.38(d)(6) of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under any firm or interruptible KPC Rate Schedules. This ACA Surcharge is in addition to any amounts otherwise payable to KPC under said Rate Schedules. Notwithstanding the foregoing, the ACA Surcharge shall not be applicable to quantities parked or loaned under Rate Schedule PAL.

(b) Basis of the ACA Unit Charge Rate

The ACA Unit Charge Rate shall be that increment, adjusted to KPC's measurement base (Dekatherm) and pressure base, if required, which has been approved by valid Commission Orders approving an annual charge unit rate.

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FERC Docket: RP08-174-000

Original Sheet No. 181 Original Sheet No. 181 : Effective

GENERAL TERMS AND CONDITIONS (continued)

(c) Filing Procedure

The ACA Surcharge or any subsequent changes in such surcharge shall be filed by KPC at least thirty (30) Days prior to the proposed effective date unless for good cause shown a lesser notice period is allowed by valid Commission Orders or the establishment by the Commission of the annual charge unit rate for a particular fiscal year prohibits KPC from making a timely filing. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Commission. Such filing shall become effective without suspension or refund obligation.

(d) Reserved.

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First Revised Sheet No. 182 First Revised Sheet No. 182
Superseding: Original Sheet No. 182

GENERAL TERMS AND CONDITIONS (continued)

18. WARRANTY AND ASSIGNMENTS

- 18.1 Shipper shall represent and warrant that it has title to all Gas it tenders to KPC at the Receipt Point(s), free and clear of any liens and/or adverse claims. Shipper shall retain title to Gas while it is being transported or parked on the KPC system. KPC shall represent and warrant that it shall deliver all Gas received from Shipper, less appropriate reductions, to Shipper at the Delivery Point(s) free and clear of any liens or adverse claims. In the event KPC terminates service to Shipper as a result of loss of creditworthiness or default by Shipper, KPC shall have the right to assert any liens or other interests, consistent with applicable law, against any Gas Shipper may have remaining on KPC's system.
- 18.2 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations. Shipper hereby agrees to indemnify and hold KPC harmless against any and all actions, suits or proceedings concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction if and to the extent that such actions result from or are based upon allegations of fact that are inconsistent with the representations herein made by Shipper or any failure of the warranties herein given by Shipper.
- 18.3 Both KPC and Shipper may assign or pledge Service Agreements and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except in accordance with Section 14 herein, neither KPC nor Shipper shall assign a Service Agreement or any of its rights thereunder unless it shall first have obtained the written consent of the other(s). Such consent shall not be unreasonably withheld.

GENERAL TERMS AND CONDITIONS (continued)

19. FORCE MAJEURE

In the event, to the extent, and for so long as either KPC or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either KPC or Shipper, other than to make payment of reservation fees or capacity charges which shall become due, shall be suspended, in whole or in part, and neither KPC nor Shipper shall be liable in damages to the other as a result of Force Majeure. "Force Majeure," as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either KPC or Shipper claiming suspension, and which by the exercise of due diligence, either KPC or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government, including the issuance of rules or orders which serve to frustrate or prevent the performance of KPC, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, earthquakes, lightning, fires, freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe; partial or entire failure of wells; and the inability of either KPC or Shipper to acquire, or the delays on the part of either KPC or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either KPC or Shipper to fulfill its obligations hereunder.

Additionally, KPC shall be excused in whole, or in part, from its performance for inability to obtain Transportation from or through third party pipelines. Either KPC or Shipper claiming force majeure shall give to the other(s) notice and full particulars of such force majeure by telephone or facsimile as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either KPC or Shipper when such course is inadvisable in the discretion of either KPC or Shipper.

In the event of a Force Majeure occurrence, KPC will credit shippers reservation charge with partial reservation charge credits equal to KPC's return on equity and taxes equal to the daily equivalent of the reservation charge multiplied by the number of days of the Force Majeure event.

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Original Sheet No. 184 Original Sheet No. 184 : Effective

GENERAL TERMS AND CONDITIONS (continued)

20. TERMINATION FOR DEFAULT

If either KPC or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, which obligations have not been suspended pursuant to Section 19 herein, then in such event the other party may at its option terminate such Service Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have Thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of Thirty (30) Days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of Thirty (30) Days, then, after any necessary authorization by regulatory bodies having jurisdiction, the Service Agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such Service Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of KPC to collect any amounts then due to it prior to the time of cancellation, and shall be without prejudice to the obligation of KPC and Shipper to balance receipts and deliveries of Gas pursuant to the Service Agreement, and without waiver of any remedy to which the party not in default may be entitled for violations of such Service Agreement.

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FERC Docket: RP09-1019-001

First Revised Sheet No. 185 First Revised Sheet No. 185
Superseding: Original Sheet No. 185

GENERAL TERMS AND CONDITIONS (continued)

21. REGULATIONS

These General Terms and Conditions, the Rate Schedules to which they apply and any executed Service Agreement for service, as well as the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

22. OPERATION OF RATE SCHEDULES IN CONJUNCTION WITH MARKETING AFFILIATES

22.1 Operation of Rate Schedules in Conjunction with Marketing Affiliates.

All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to whether the Gas transported is sold by KPC, KPC's marketing affiliate or any other Seller of Gas. Information on any operating facilities or operating personnel that KPC shares with any of its marketing affiliates is available on its Internet web site at <http://www.qmlpkpc.net> under Informational Postings.

23. FUEL REIMBURSEMENT ADJUSTMENT

The Fuel Reimbursement Percentages under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT, PAL and approved non-conforming service agreement shall be adjusted downward to reflect reductions and may be adjusted upward to reflect increases in fuel usage and lost and unaccounted for Gas in accordance with this Section 23.

23.1 Filing of Fuel Reimbursement Adjustment

(a) Effective Date of Adjustment

The effective date of the annual Fuel Reimbursement Adjustment shall be April 1.

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FERC Docket: RP09-1019-001

First Revised Sheet No. 186 First Revised Sheet No. 186
Superseding: Original Sheet No. 186

GENERAL TERMS AND CONDITIONS (Continued)

(b) Filing Procedure

At least thirty (30) Days prior to the effective date of adjustment, KPC shall file with the Commission, and post, as defined by Section 154.204 of the Commission's Regulations, a schedule of effective Fuel Reimbursement Quantities, as determined in accordance with this Section 23 together with supporting documentation. Such filing shall not be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

(c) Fuel Reimbursement Adjustment Period

The Fuel Reimbursement Adjustment Period shall be billing periods beginning with each effective Date of Adjustment.

23.2 Computation of Effective Fuel Reimbursement Percentage

The effective Fuel Reimbursement Percentage shall be the sum of the current Fuel Reimbursement Percentage and the Annual Fuel Reimbursement Surcharge.

23.3 Computation of Current Fuel Reimbursement Percentage

The current Fuel Reimbursement Percentage shall be determined on the basis of (1) the estimated Quantities of Gas delivered to KPC for the account of Shippers under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT, PAL and approved non-conforming service agreements and (2) the projected Quantities of Gas that shall be required for fuel usage and the lost and unaccounted for Gas.

23.4 Computation of the Annual Fuel Reimbursement Surcharge

- (a) The Annual Fuel Reimbursement Surcharge shall be computed by dividing the balance four (4) months prior to April 1 of the Deferred Fuel Reimbursement Account by KPC's estimated

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First Revised Sheet No. 187 First Revised Sheet No. 187
Superseding: Original Sheet No. 187

GENERAL TERMS AND CONDITIONS (Continued)

Quantities of Gas for Transportation under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT, PAL and approved non-conforming service agreements for the Recovery Period.

- (b) The Recovery Period for the Annual Fuel Reimbursement Surcharge shall be the Twelve (12) billing Months beginning April 1.
- (c) KPC shall maintain a Deferred Fuel Reimbursement Account with appropriate subaccounts, beginning with the effective date of this Section 23. For each billing Month, the applicable subaccounts shall be increased or decreased for a positive or negative change in Fuel Reimbursement for the billing Month.
- (d) A change in Fuel Reimbursement for each billing Month shall be the difference between (1) the applicable currently effective Fuel Reimbursement percentage for the billing Month multiplied by KPC's Transportation Quantity received, and (2) the actual Quantities of Gas expended for fuel usage and lost and unaccounted for Gas during the billing Month.

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Original Sheet No. 188 Original Sheet No. 188 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

24. MISCELLANEOUS

- 24.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Kansas except for any conflict of laws provisions thereof which would require the application of the laws of another jurisdiction.
- 24.2 The Service Agreements create no rights in third parties.
- 24.3 KPC may waive any rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.
- 24.4 Reserved.

GENERAL TERMS AND CONDITIONS (Continued)

24.5 Interruptible Revenue Crediting

Within sixty (60) days of October 1 of each year following the Implementation date, KPC shall file a statement with the Commission comparing (1) the total revenues collected pursuant to Rate Schedule IT during the twelve (12) month period ending September 30, against (2) the total cost of service allocated to be recovered from Rate Schedule IT. To the extent such revenue exceeds such cost of service allocation, KPC shall consider any such amounts to be excess revenues. One Hundred percent (100%) of such excess revenues, less applicable surcharges, penalties, and variable costs incurred to provide the service, shall be credited against the reservation charges paid by firm shippers served under Rate Schedules FT, FT-NN, SCT, and SCT-NN. All firm shippers served under Rate Schedules FT, and FT-NN paying the maximum rate shall receive a pro-rata share of such credits based on their contract MDCQ.

For Multiple Rate Periods, allocated costs will be prorated based on the number of days each cost level was in effect. Such refunds shall not be given until the rates KPC used to compute the revenues are no longer subject to refund. Upon issuance of a final commission order which accepts new rates under Section 4(e), KPC will mail any refunds, including interest, pursuant to Section 154.501 of the Commission's regulations, accrued from the end of the twelve (12) month distribution period ending September 30 of each year, within ten (10) days following a final Commission Order accepting KPC's refund filing. "Variable Cost" as used in this Section 25.6 will be the product of all quantities delivered under IT Service and the minimum rate for such service listed on Sheet No. 47.

Substitute First Revised Sheet No. 190 Substitute First Revised Sheet No. 190
Superseding: First Revised Sheet No. 190

GENERAL TERMS AND CONDITIONS (Continued)

25. NAESB STANDARDS ADOPTED BY REFERENCE

KPC adopts the NAESB Model Trading Partner Agreement. KPC adopts certain NAESB Wholesale Gas Quadrant (WGQ) standards, definitions, data sets, and principles, as adopted by FERC in its Final Rule in Docket No. RM96-1-000, by reference herein as follows:

NAESB Standards (Version 1.8)

25.1 Additional Standards

0.1.3, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5,
0.3.6, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, and 0.4.1.

25.2 Nomination Standards

1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9,
1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17,
1.1.18, 1.1.19, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8,
1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16,
1.2.17, 1.2.18, 1.2.19, 1.3.1, 1.3.2(vi), 1.3.3, 1.3.5, 1.3.6,
1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16,
1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24,
1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32,
1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40,
1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48,
1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56,
1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64,
1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72,
1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2,
1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.7.

25.3 Flowing Gas Standards

2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.3.1,
2.3.2, 2.3.3, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.13, 2.3.14, 2.3.15,
2.3.16, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25,
2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34,
2.3.35, 2.3.43, 2.3.45, 2.3.46, 2.3.48, 2.3.49, 2.3.50, 2.3.51,
2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.62,
2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6,
2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14,
2.4.15, 2.4.16, 2.4.17 and 2.4.18.

25.4 Invoicing Standards

3.1.1, 3.1.2, 3.2.1, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6,
3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16,
3.3.17, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25,
3.3.26, 3.4.1, 3.4.2, 3.4.3 and 3.4.4.

GENERAL TERMS AND CONDITIONS (Continued)

25.5 EDM Standards

4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.9, 4.1.10, 4.1.12, 4.1.13,
4.1.14, 4.1.15, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21,
4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30,
4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38,
4.1.39, 4.1.40, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7,
4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15,
4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3,
4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.22, 4.3.23, 4.3.24, 4.3.25,
4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33,
4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42,
4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50,
4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58,
4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68,
4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79,
4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87,
4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.89, 4.3.90, 4.3.91 and
4.3.92.

25.6 Capacity Release Standards

5.1.1, 5.2.1, 5.2.2, 5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8,
5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16,
5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24,
5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32,
5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40,
5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50,
5.3.51, 5.3.52, 5.3.57, 5.3.58, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13,
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21,
5.4.22, and 5.4.23.

25.7 Internet Electronic Transport Standards

10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8,
10.1.9, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7,
10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14,
10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21,
10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28,
10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35,
10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.2, 10.3.3, 10.3.4, 10.3.5,
10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12,
10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

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GENERAL TERMS AND CONDITIONS (Continued)

26. NEGOTIATED RATES

- 26.1 Notwithstanding anything to the contrary contained in this Tariff, including the Rate Schedules contained herein, KPC and Shipper may agree to a Negotiated Rate for service under any Rate Schedule, provided Shipper has not acquired its capacity pursuant to the Assignment of Service provisions of Section 14 hereof. KPC's maximum effective rate (maximum base rate plus all applicable surcharges) for service under any such Rate Schedule is available as a Recourse Rate for any Shipper that elects not to negotiate a rate hereunder.
- 26.2 A Negotiated Rate shall mean a rate calculated pursuant to a rate formula, or any rate for service where, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or may be less than the minimum charge for such component. Negotiated Rates shall be mutually agreed to and set forth in writing.
- 26.3 KPC and Shipper may agree to a Negotiated Rate for the entire term of a Service Agreement, or may agree to a Negotiated Rate for some portion of the term of a Service Agreement. KPC and Shipper may agree to apply the Negotiated Rate to all or a portion of capacity under Shipper's Service Agreement. A Service Agreement incorporating such a Negotiated Rate shall be referred to herein as a "Negotiated Rate Agreement."
- 26.4 A Shipper paying for service under a Negotiated Rate that is higher than the maximum rate is deemed to have paid the maximum rate for purposes of scheduling, curtailment, or interruption of service. The rate considered for scheduling, curtailment, or interruption of firm service shall be the reservation charge or other revenue that KPC is guaranteed to receive, regardless of actual usage.
- 26.5 To make a Negotiated Rate effective, KPC shall file, at least one day prior to the effective date of such Negotiated Rate, a numbered tariff sheet in this Tariff, stating: the Shipper's exact legal name, the Negotiated Rate or the formula used to calculate the rate, the applicable Rate Schedule, the Points of Receipt and Delivery, the contract quantities, the contract duration, and an affirmation that the affected Service Agreement does not deviate in any material respect from the Form of Service Agreement in this Tariff.

GENERAL TERMS AND CONDITIONS (Continued)

- 26.6 During the period a Negotiated Rate is in place, the Negotiated Rate shall govern and apply to KPC's service under the Service Agreement and the otherwise applicable rate, rate component, charge or credit shall not apply or be available to the Shipper. Only those rates, components, charges or credits which are superceded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Tariff shall remain in effect. At the end of the period during which Negotiated Rates are in effect, the otherwise applicable Tariff rates or charges shall govern any service provided to Shipper.
- 26.7 The allocation of costs to, and the recording of revenues from, service at negotiated rates will follow KPC's normal practices associated with all of its services under this Tariff. KPC will maintain separate records of Negotiated Rate transactions for each billing period. These records will include the volumes transported, the billing determinants, the rates and surcharges charged, and the revenue received associated with such transactions. KPC will separately identify such transactions in Statement G, I, and J (or their equivalents) filed in any general rate proceeding.
- 26.8 KPC will not seek in future general rate proceedings discount type adjustments to demand charge billing determinants for capacity converted from Recourse Rate service agreements to Negotiated Rate service agreements, unless the Recourse Rate had been discounted. In those situations where KPC had granted a market justified discount to the Recourse Rate and subsequently converted the service agreement to a Negotiated Rate service agreement, KPC may seek a discount type adjustment. Such adjustment would be based on the greater of: (i) the Negotiated Rate revenues received or (ii) the discounted Recourse Rate revenues which otherwise would have been received.
- 26.9 This Section 26 does not authorize KPC to negotiate terms and conditions of service.

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First Revised Sheet No. 300 First Revised Sheet No. 300
Superseding: Original Sheet No. 300

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC"), and
(hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the regulations of the Federal Energy Regulatory Commission.

In consideration of the mutual covenants and agreements as herein set forth, both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 301 Original Sheet No. 301 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under KPC's Rate Schedule FT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between KPC and Shipper, and as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A, as well as among the Primary Point(s) of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide firm Transportation service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, the rates and charges for service under this Rate Schedule FT shall be the then-effective, applicable rates and charges under Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 302 Original Sheet No. 302 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, from time to time KPC and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in Exhibit C hereto, which is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided, pursuant to Rate Schedule FT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT and the General Terms and Conditions of KPC's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 303 Original Sheet No. 303 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office address of both KPC and Shipper are as follows:

Payment: Quest Pipelines (KPC)

Attn: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Emergencies: Quest Pipelines (KPC)
(Not to be used for any other purpose)

Phone: _____
Facsimile: _____

All Other: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 304 Original Sheet No. 304 : Effective

(Shipper)
Duns Number: _____ or Fed Tax ID: _____

Billing:

Attn: _____
Email: _____

Nomination and
Scheduling: (1)

Phone: _____
Facsimile: _____
Email: _____

All Other

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 305 Original Sheet No. 305 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER: Quest Pipelines (KPC)

By: _____ By: _____
Title _____ Title: _____

EXECUTED _____, 20____ EXECUTED _____, 20 ____

ATTEST/WITNESS: ATTEST/WITNESS
By: _____ By: _____
Title _____ Title _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 306 Original Sheet No. 306 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule FT

and _____

Contract No. _____

Maximum Daily Contract Quantity (Dt./Day) _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 307 Original Sheet No. 307 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 308 Original Sheet No. 308 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 309 Original Sheet No. 309 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule FT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity (Dt./Day) _____

SHIPPER: Quest Pipelines (KPC):

By _____ By _____

Title _____ Title _____

Executed _____, 20__ Executed _____, 20__

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 310 Original Sheet No. 310 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 311 Original Sheet No. 311 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 312 Original Sheet No. 312 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

EXHIBIT B

Transportation Agreement
Between
Quest Pipelines (KPC)
And

for
Firm Service
Under Rate Schedule FT

Contract No.

Negotiated Rates: Demand Rate:
Commodity Rate:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 313 Original Sheet No. 313 : Effective

RATE SCHEDULE FT (Continued)
Firm Transportation Service
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT C

Transportation Agreement
Between
Quest Pipelines (KPC)
And

For Firm Service
Under Rate Schedule FT
Contract No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified quantities under Shipper's Service Agreement(s):

_____ Dth

___ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth

or
Discounted Transportation Rate applicable to all quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
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_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____

Point(s) of Delivery: _____

Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____

_____ Differential between Index Prices

or

_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit C, Dated: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 315 Original Sheet No. 315 : Effective

RATE SCHEDULE SCT
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC")

and

(hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the regulations of the Federal Energy Regulatory Commission.

In consideration of the mutual covenants and agreements as herein set forth, both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

_____ (Dt./Day)

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 316 Original Sheet No. 316 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under KPC's Rate Schedule SCT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between KPC and Shipper, and as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the Primary Point(s) of Receipt set out on Exhibit A, as well as among the Primary Point(s) of Delivery set out on Exhibit A.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide Firm Transportation service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, the rates and charges for service under this Rate Schedule SCT shall be the then-effective, applicable rates and charges under KPC's Rate Schedule SCT filed with the Commission, as such rates and charges and Rate Schedule SCT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule SCT and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, from time to time KPC and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule SCT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 317 Original Sheet No. 317 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

effective only on prospective basis and as specified in Exhibit C hereto, which is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided pursuant to Rate Schedule SCT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule SCT and the General Terms and Conditions KPC's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule SCT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 318 Original Sheet No. 318 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both KPC and Shipper are as follows:

Payment:

Nomination and
Scheduling:

Quest Pipelines (KPC)

Emergencies: (Not to be used for
any other purpose)

All Other:

(Shipper)

Billing:

Nomination and
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 319 Original Sheet No. 319 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Quest Pipelines (KPC)

Payment: Quest Pipelines (KPC)

Attn: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Emergencies: Quest Pipelines (KPC)
(Not to be used for any other purpose)

Phone: _____
Facsimile: _____

All Other: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 320 Original Sheet No. 320 : Effective

(Shipper)
Duns Number: _____ or Fed Tax ID: _____

Billing: _____

Attn: _____
Email: _____

Nomination and
Scheduling: (1) _____

Phone: _____
Facsimile: _____
Email: _____

All Other _____

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 321 Original Sheet No. 321 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several Counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER: Quest Pipelines (KPC):

By _____ By _____
Title _____ Title _____

EXECUTED _____, 20____ EXECUTED _____, 20____

ATTEST/WITNESS: ATTEST/WITNESS:

By: _____ By: _____
Title _____ Title _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 322 Original Sheet No. 322 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule SCT

and _____
Contract No. _____

Maximum Daily Contact Quantity (Dt./Day) _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 323 Original Sheet No. 323 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT
Primary Point(s) of Receipts

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipts

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Pres. Maintained by	Atmos. (Psia)
-----------------------	------------------------------	------------------------	------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 324 Original Sheet No. 324 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT

Primary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 325 Original Sheet No. 325 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT

Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule SCT

and _____
Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity (Dt./Day) _____

SHIPPER: Quest Pipelines (KPC):

By _____ By _____

Title _____ Title _____

Executed _____, 20__ Executed _____, 20__

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 326 Original Sheet No. 326 : Effective

RATE SCHEDULE SCT Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT

Primary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 327 Original Sheet No. 327 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT

Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 328 Original Sheet No. 328 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT B

Transportation Agreement
Between
Quest Pipelines (KPC)
And

for
Firm Service
Under Rate Schedule SCT

Contract No.

Negotiated Rates: Demand Rate:
Commodity Rate:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 329 Original Sheet No. 329 : Effective

RATE SCHEDULE SCT (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT C

Transportation Agreement
Between
Quest Pipelines (KPC)
And

For Firm Service
Under Rate Schedule SCT
Contract No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified
quantities under Shipper's Service Agreement(s):
_____ Dth

___ Discounted Transportation Rate applicable to specified
quantities above or below a certain level or all quantities
if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth
or
Discounted Transportation Rate applicable to all
quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 330 Original Sheet No. 330 : Effective

_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____

Point(s) of Delivery: _____

Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____

_____ Differential between Index Prices

or

_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit C, Dated: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 331 Original Sheet No. 331 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC"), and _____, hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the regulations of the Federal Energy Regulatory Commission.

In consideration of the mutual covenants and agreements as herein set forth, both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on an interruptible basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

_____ (Dt./Day)

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then effective, applicable rates and charges under KPC's Rate Schedule IT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between KPC and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 332 Original Sheet No. 332 : Effective

RATE SCHEDULE IT (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide interruptible Transportation service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, the rates and charges for service under this Rate Schedule IT shall be the then-effective, applicable rates and charges under Rate Schedule IT filed with the Commission, as such rates and charges and Rate Schedule IT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule IT and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, from time to time KPC and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in Exhibit C hereto, which is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided pursuant to Rate Schedule IT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper, for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule IT and the General Terms and Conditions of KPC's

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 333 Original Sheet No. 333 : Effective

RATE SCHEDULE IT (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Tariff, and as such, may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule IT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addressed of both KPC and Shipper are as follows:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 334 Original Sheet No. 334 : Effective

RATE SCHEDULE IT (Continued)
INTERRUPTIBLE
TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Quest Pipelines (KPC)

Payment: Quest Pipelines (KPC)

Attn: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Emergencies: Quest Pipelines (KPC)
(Not to be used for any other purpose)

Phone: _____
Facsimile: _____

All Other: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 335 Original Sheet No. 335 : Effective

(Shipper)
Duns Number: _____ or Fed Tax ID: _____

Billing: _____

Attn: _____
Email: _____

Nomination and
Scheduling: (1) _____

Phone: _____
Facsimile: _____
Email: _____

All Other: _____

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 336 Original Sheet No. 336 : Effective

RATE SCHEDULE IT INTERRUPTIBLE
TRANSPORTATION SERVICE FORM OF
TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several Counterparts by their respective officers or other persons duly Authorized to do so, as of the date first stated above.

SHIPPER: Quest Pipelines (KPC)

By _____ By _____
Title _____ Title _____

EXECUTED _____, 20____ EXECUTED _____, 20 ____

ATTEST/WITNESS: ATTEST/WITNESS:

By: _____ By _____
Title _____ Title: _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 337 Original Sheet No. 337 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
For
Interruptible Service
Under Rate Schedule FT

and _____

Contract No. _____

Maximum Daily Contract Quantity (Dt./Day) _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 338 Original Sheet No. 338 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 339 Original Sheet No. 339 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Primary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 340 Original Sheet No. 340 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT
SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
For
Interruptible Service
Under Rate Schedule IT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contact Quantity (Dt./Day) _____

SHIPPER: Quest Pipelines (KPC)

By _____ By _____

Title _____ Title _____

Executed _____, 20__ Executed _____, 20__

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 341 Original Sheet No. 341 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 342 Original Sheet No. 342 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Primary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 343 Original Sheet No. 343 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT B

Transportation Agreement
Between
Quest Pipelines (KPC)
And

for
Firm Service
Under Rate Schedule IT

Contract No.

Negotiated Rates: Commodity Rate:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 344 Original Sheet No. 344 : Effective

RATE SCHEDULE FT (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT C

Transportation Agreement
Between
Quest Pipelines (KPC)
And

For Interruptible Service
Under Rate Schedule IT
Contract No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified
quantities under Shipper's Service Agreement(s):
_____ Dth

___ Discounted Transportation Rate applicable to specified
quantities above or below a certain level or all quantities
if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth
or
Discounted Transportation Rate applicable to all
quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 345 Original Sheet No. 345 : Effective

_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____

Point(s) of Delivery: _____

Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____

_____ Differential between Index Prices

or

_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit C, Dated: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 346 Original Sheet No. 346 : Effective

FORM OF SERVICE AGREEMENT
(Rate Schedule PS)

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between
Quest Pipelines (KPC), hereinafter referred to as "Seller,"

and _____, hereinafter referred to as "Buyer,"

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

[to be negotiated]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
executed as of the day and year above written.

Quest Pipelines (KPC)

ATTEST:

Secretary By _____
Seller

ATTEST:

Secretary By _____
Buyer

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 347 Original Sheet No. 347 : Effective

FORM OF SERVICE AGREEMENT

(Rate Schedule SCS)

THIS AGREEMENT entered into this ___ day of _____, 20___, by and between Quest Pipelines (KPC), hereinafter referred to as "Seller," and _____, hereinafter referred to as "Buyer,"

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

[to be negotiated]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

ATTEST: Quest Pipelines (KPC)

Secretary By _____
Seller

ATTEST:

Secretary By _____
Buyer

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 348 Original Sheet No. 348 : Effective

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of _____,
20____, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC"),

and

(hereinafter called (Replacement Shipper)

In consideration of the mutual covenants and agreements as herein set forth,
both KPC and Replacement Shipper covenant and agree as follows:

ARTICLE I - SERVICE

For each occasion that Replacement Shipper obtains an assignment of service rights from a Releasing Shipper, an Addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of KPC's service for each release.

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, Quantities of Natural Gas up to the Maximum Daily Contract Quantity obtained from the Releasing Shipper. The Maximum Daily Contract Quantity is stated in Delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under KPC's Rate Schedules applicable to the Releasing Shipper.

Effective Date: 04/11/2008 Status: Effective
FERC Docket: RP08-269-000

First Revised Sheet No. 349 First Revised Sheet No. 349 : Effective
Superseding: Original Sheet No. 349

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other. Service shall commence and remain effective for a term coincidental for the term of each assignment of service rights identified in each Addendum.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder (including any Addendum hereunder), Shipper agrees to pay KPC the then effective, applicable rates and charges under KPC's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. From time to time, KPC and Shipper may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of the applicable Rate Schedule and subject to the Regulations and Orders of the Commission. Any discounts shall be effective only on a prospective basis and as specified in Exhibit B hereto, which is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3 (including each Addendum hereunder), and notwithstanding anything to the contrary in this FERC Gas Tariff or in any non-conforming service agreement of the Releasing Shipper, the Replacement Shipper shall reimburse KPC in kind for fuel usage and lost or unaccounted for Gas pursuant to the Fuel Reimbursement Percentages calculated under Section 23 of the General Terms and Conditions of this FERC Gas Tariff and listed in the applicable statement of Currently Effective Rates.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 350 Original Sheet No. 350 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

ARTICLE 5 GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of KPC's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 NOTICES

The Post Office addresses of both KPC and Shipper are as follows:

Payment: Quest Pipelines (KPC)

ATTN: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Pipeline emergencies: Quest Pipelines (KPC)
(not to be used for Attention: _____
any other purpose) _____
Phone: _____
Facsimile: _____

All Other: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 351 Original Sheet No. 351 : Effective

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

ARTICLE 7 NOTICE TO REPLACEMENT SHIPPER

Replacement Shipper hereby grants to Transporter its permission and approval to notify the Releasing Shipper (even when such Releasing Shipper is an Energy Affiliate of the Transporter) of certain credit-related information specified under Section 6.15 of the General Terms and Conditions of the Transporter's Tariff.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 352 Original Sheet No. 352 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

REPLACEMENT SHIPPER

Duns Number: _____ or Fed Tax ID: _____

Billing:

Attn: _____
Email: _____

Nomination and
Scheduling: (1)

Phone: _____
Facsimile: _____
Email: _____

All Other:

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 353 Original Sheet No. 353 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

IN WITNESS WHEREOF, both KPC and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER

Quest Pipelines (KPC)

By: _____

By: _____

Title: _____

Title: _____

EXECUTED _____, 20____

EXECUTED _____, 20____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 354 Original Sheet No. 354 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT
EXHIBIT A
Capacity Release Agreement
No. ____ Addendum No. ____
Capacity Release
Service Agreement
Between
Quest Pipelines (KPC)

and _____

Releasing Shipper Contract No. _____ Releasing Shipper Rate Schedule _____

Original Releasing Shipper Contract No. _____ Regulation _____

Replacement Shipper's Maximum Daily Quantity (Dt) _____

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 355 Original Sheet No. 355 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A
Capacity Release Agreement No. _____
Addendum No. _____

CAPACITY RIGHTS
Primary Points of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

	Description of Facilities			Atmos. Pres. (Psia)
	Existing/ Proposed	Operated and Installed by	Maintained by	

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 356 Original Sheet No. 356 : Effective

CAPACITY RELEASE (continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No. _____

Addendum No. _____

CAPACITY RIGHTS

Primary Points of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 357 Original Sheet No. 357 : Effective

CAPACITY RELEASE (Continued)
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT B

Capacity Release Agreement
Between
Quest Pipelines (KPC)
And

Capacity Release Agreement No. _____

Addendum No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified quantities under Shipper's Service Agreement(s):
_____ Dth

___ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth
or
Discounted Transportation Rate applicable to all
quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 358 Original Sheet No. 358 : Effective

_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____
Point(s) of Delivery: _____
Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____
_____ Differential between Index Prices
or
_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit B, Dated: _____

Effective Date: 11/01/2009 Status: Effective
FERC Docket: RP10-88-000

First Revised Sheet No. 359 First Revised Sheet No. 359
Superseding: Original Sheet No. 359

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT
CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the ___ day of ___, 20___, by and between: Quest Pipelines (KPC), (hereinafter called "KPC"), and

(hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the regulations of the Federal Energy Regulatory Commission. _____

In consideration of the mutual covenants and agreements as herein set forth, both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 360 Original Sheet No. 360 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under KPC's Rate Schedule FT-NN.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between KPC and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide firm Transportation service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, the rates and charges for service under this Rate Schedule FT-NN shall be the then-effective, applicable rates and charges under Rate Schedule FT-NN filed with the Commission, as such rates and charges and Rate Schedule FT-NN may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT-NN and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 361 Original Sheet No. 361 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, from time to time KPC and Shipper may agree to, in writing, on a level of rates of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT-NN and subject to the Regulations and Orders of the Commission. Any rate agreements shall be effective only on a prospective basis and as specified in Exhibit C hereto, which is by reference incorporated in its entirety into this Agreement and made an integral part hereof.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided pursuant to Rate Schedule FT-NN of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT-NN and the General Terms and Conditions of KPC's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 362 Original Sheet No. 362 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office address of both KPC and Shipper are as follows:

Quest Pipelines (KPC)

Payment: Quest Pipelines (KPC)

ATTN: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 363 Original Sheet No. 363 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

Pipeline emergencies:
(not to be used for
any other purpose)

Quest Pipelines (KPC)
Attention: _____

Phone: _____
Facsimile: _____

All Other:

Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

(SHIPPER)
Duns Number: _____ or Fed Tax ID: _____

Billing:

Attn: _____
Email: _____

Nomination and
Scheduling: (1)

Phone: _____
Facsimile: _____
Email: _____

All Other:

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 364 Original Sheet No. 364 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER

Quest Pipelines (KPC)

By: _____

By: _____

Title: _____

Title: _____

Executed _____, 20__

Executed _____, 20__

Attest/Witness

Attest/Witness

By: _____

By: _____

Title: _____

Title: _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 365 Original Sheet No. 365 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule FT-NN

And

SHIPPER

Contract No. _____

Maximum Daily Contract Quantity (Dt./Day) _____

Effective Date: 02/01/2008 Status: Effective
 FERC Docket: RP08-174-000

Original Sheet No. 366 Original Sheet No. 366 : Effective

RATE SCHEDULE FT-NN
 NO NOTICE FIRM TRANSPORTATION SERVICE
 FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT-NN

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 367 Original Sheet No. 367 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT-NN

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 368 Original Sheet No. 368 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule FT

And

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contact Quantity (Dt./Day) _____

SHIPPER Quest Pipelines (KPC)

By: _____ By: _____

Title: _____ Title: _____

Executed _____, 20__ Executed _____, 20__

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 369 Original Sheet No. 369 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT-NN

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
 FERC Docket: RP08-174-000

Original Sheet No. 370 Original Sheet No. 370 : Effective

RATE SCHEDULE FT-NN
 NO NOTICE FIRM TRANSPORTATION SERVICE
 FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT-NN
 Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 371 Original Sheet No. 371 : Effective

RATE SCHEDULE FT-NN
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT B

Transportation Agreement
Between
Quest Pipelines (KPC)
And

for
Firm Service
Under Rate Schedule FT-NN

Contract No.

Negotiated Rates: Demand Rate:
Commodity Rate:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 372 Original Sheet No. 372 : Effective

RATE SCHEDULE FT-NN (Continued)
NO NOTICE FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT C

Transportation Agreement
Between
Quest Pipelines (KPC)
And

For Firm Service
Under Rate Schedule FT-NN
Contract No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified quantities under Shipper's Service Agreement(s):

_____ Dth

___ Discounted Transportation Rate applicable to specified quantities above or below a certain level or all quantities if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth

or

Discounted Transportation Rate applicable to all quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 373 Original Sheet No. 373 : Effective

_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____
Point(s) of Delivery: _____
Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____
_____ Differential between Index Prices
or
_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit C, Dated: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 374 Original Sheet No. 374 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE ATMOS ENERGY
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC"),

and

(hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the regulations of the Federal Energy Regulatory Commission.

In consideration of the mutual covenants and agreements as herein set forth, both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

_____ (Dt./Day)

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under KPC's Rate Schedule SCT-NN.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 375 Original Sheet No. 375 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time, by written Agreement, between KPC and Shipper, and as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A,

as well as among the primary Point(s) of Delivery set out on Exhibit A.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide firm Transportation service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until [terminated or canceled] by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, the rates and charges for service under this Rate Schedule SCT-NN shall be the then-effective, applicable rates and charges under KPC's Rate Schedule SCT-NN filed with the Commission, as such rates and charges and Rate Schedule SCT-NN may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule SCT-NN and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Unless KPC and Shipper have executed a Negotiated Rate Agreement pursuant to Section 26 of the General Terms and Conditions of this Tariff, which, if applicable, is set forth in Exhibit B hereto and is by this reference incorporated in its entirety into this Agreement and made an integral part hereof, from time to time KPC and Shipper may agree to in writing, on a level

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

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RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule SCT-NN and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on prospective basis and as specified in Exhibit C hereto, which is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided pursuant to Rate Schedule SCT-NN of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule SCT-NN and the General Terms and Conditions of KPC's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule SCT-NN and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust,

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 377 Original Sheet No. 377 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addressed of both KPC and Shipper are as follows:

Quest Pipelines (KPC)

Payment:	Quest Pipelines (KPC) _____ ATTN: _____
Nomination and Scheduling:	Quest Pipelines (KPC) _____ Phone: _____ Facsimile: _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 378 Original Sheet No. 378 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

Pipeline emergencies:
(not to be used for
any other purpose)

Quest Pipelines (KPC)
Attention: _____

Phone: _____
Facsimile: _____

All Other:

Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

(SHIPPER)
Duns Number: _____ or Fed Tax ID: _____

Billing:

Attn: _____
Email: _____

Nomination and
Scheduling: (1)

Phone: _____
Facsimile: _____
Email: _____

All Other

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 379 Original Sheet No. 379 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER

Quest Pipelines (KPC)

By: _____

By: _____

Title: _____

Title: _____

Executed _____, 20__

Executed _____, 20__

Attest/Witness

Attest/Witness

By: _____

By: _____

Title: _____

Title: _____

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 380 Original Sheet No. 380 : Effective

ATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC)
for
Firm Service
Under Rate Schedule SCT-NN

And

Contract No. _____

Maximum Daily Contract Quantity (Dt./Day) _____

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 381 Original Sheet No. 381 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT-NN

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 382 Original Sheet No. 382 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule SCT-NN

Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/
Proposed

Operated and
Installed by Maintained by

Atmos.
Pres.
(Psia)

Secondary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/
Proposed

Operated and
Installed by Maintained by

Atmos.
Pres.
(Psia)

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 383 Original Sheet No. 383 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
Between
Quest Pipelines (KPC),
for
Firm Service
Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 384 Original Sheet No. 384 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule FT-NN
Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Effective Date: 02/01/2008 Status: Effective

FERC Docket: RP08-174-000

Original Sheet No. 385 Original Sheet No. 385 : Effective

RATE SCHEDULE SCT-NN
SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT B

Transportation Agreement
Between
Quest Pipelines (KPC)
And

for
Firm Service
Under Rate Schedule SCT-NN

Contract No.

Negotiated Rates: Demand Rate:
Commodity Rate:

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 386 Original Sheet No. 386 : Effective

RATE SCHEDULE SCT-NN (Continued)
SMALL CUSTOMER TRANSPORTATION SERVICE - NO NOTICE
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT C

Transportation Agreement
Between
Quest Pipelines (KPC)
And

For Firm Service
Under Rate Schedule SCT-NN
Contract No. _____

Discount Information

Dated: _____

Discounted Transportation Rate: _____

Discounted Rate Effective: From: _____ To: _____

___ Evergreen: ___ Year-to-Year
___ Month-to-Month

Condition for Discounted Transportation Rate (check applicable condition(s)):

___ Discounted Transportation Rate applicable to specified
quantities under Shipper's Service Agreement(s):
_____ Dth

___ Discounted Transportation Rate applicable to specified
quantities above or below a certain level or all quantities
if quantities exceed a certain level:

Discounted Transportation Rate applicable to _____
Dth above/below _____ Dth
or
Discounted Transportation Rate applicable to all
quantities above _____ Dth

Effective Date: 02/01/2008 Status: Effective
FERC Docket: RP08-174-000

Original Sheet No. 387 Original Sheet No. 387 : Effective

_____ Discounted Transportation Rate applicable in a specified relationship to quantities actually transported:

Adjustment in Transportation Rate: _____ (based on _____ Dth actually transported)

_____ Discounted Transportation Rate applicable to specified quantities during specified periods of time or during specified periods of the year:

_____ Dth for the following time period(s):

Discounted Transportation Rate applicable to specified quantities at specific Point(s) of Receipt or Point(s) of Delivery or other geographical locations:

Point(s) of Receipt: _____

Point(s) of Delivery: _____

Other geographical locations: _____

_____ Discounted Transportation Rate applicable to production reserves committed or dedicated by Shipper:

Production Reserves: _____ Field

_____ Discounted Transportation Rate based on published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points (based upon the differential between published prices or arrived at by formula):

Index Price(s): _____

_____ Differential between Index Prices

or

_____ Formula: _____

In no event shall the discounted rate established as set forth above exceed the otherwise applicable maximum lawful rate.

Signed for Identification

Quest Pipelines (KPC): _____

Shipper: _____

Supersedes Exhibit C, Dated: _____

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1019-000

First Revised Sheet No. 388 First Revised Sheet No. 388
Superseding: Original Sheet No. 388

RATE SCHEDULE PAL
PARK AND LOAN SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
20____, by and between:

Quest Pipelines (KPC), (hereinafter called "KPC"), and _____,
hereinafter called "Shipper"),

KPC provides service hereunder pursuant to Subpart G of Part 284 of the
regulations of the Federal Energy Regulatory Commission.

In consideration of the mutual covenants and agreements as herein set forth,
both KPC and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

KPC agrees to provide Park and Loan Service to Shipper at point(s) of service
specified in service orders (Exhibit A) executed under and pursuant to this
Agreement, up to the Maximum Daily Quantity and Total Transaction Quantity set
forth in each such service order. Shipper and KPC shall execute a new service
order for each park or loan transaction. Each such service order is
incorporated in its entirety into this Agreement and made an integral part
hereof.

Effective Date: 10/01/2009 Status: Effective
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RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE
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ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. KPC shall provide Park and Loan Service for Shipper pursuant to this Agreement from _____ to _____, and _____ to _____ thereafter until terminated or canceled by either party giving _____ days prior written notice to the other.

ARTICLE 3 - RATES AND CHARGES

Unless KPC and Shipper agree to a negotiated rate pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff or a discounted rate pursuant to Section 8.8 of the General Terms and Conditions of this FERC Gas Tariff, the rates and charges for service under this Agreement and each service order executed pursuant to this Agreement shall be the then-effective, applicable rates and charges under Rate Schedule PAL filed with the Commission, as such rates and charges and Rate Schedule PAL may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule PAL and the applicability thereof, the General Terms and Conditions or any other provisions of KPC's FERC Gas Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

If KPC and Shipper agree to a negotiated rate pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff or a discounted rate pursuant to Section 8.8 of the General Terms and Conditions of this FERC Gas Tariff, such negotiated or discounted rate shall be specified in the applicable service order.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, KPC shall retain the percentage provided pursuant to Rate Schedule PAL of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper, for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule PAL and the General Terms and Conditions of KPC's

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RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE
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FERC Gas Tariff, and as such, may be modified, supplemented, superseded or replaced generally or as to the service hereunder. KPC reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule PAL and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either KPC or Shipper by merger, consolidation or acquisition. Either KPC or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither KPC nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to KPC, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either KPC or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addressed of both KPC and Shipper are as follows:

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RATE SCHEDULE PAL (Continued)
PARK AND LOAN SERVICE
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Quest Pipelines (KPC)

Payment: Quest Pipelines (KPC)

Attn: _____

Nomination and Scheduling: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

Emergencies: Quest Pipelines (KPC) (Not to be used for any other purpose)

Phone: _____
Facsimile: _____

All Other: Quest Pipelines (KPC)

Phone: _____
Facsimile: _____

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(Shipper)
Duns Number: _____ or Fed Tax ID: _____

Billing: _____

Attn: _____
Email: _____

Nomination and
Scheduling: (1) _____

Phone: _____
Facsimile: _____
Email: _____

All Other: _____

Phone: _____
Facsimile: _____
Email: _____

(1) Please provide street address in addition to mailing address.

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RATE SCHEDULE PAL
PARK AND LOAN SERVICE
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IN WITNESS WHEREOF, both Quest Pipelines (KPC) and Shipper have caused this Agreement to be executed in several Counterparts by their respective officers or other persons duly Authorized to do so, as of the date first stated above.

SHIPPER: Quest Pipelines (KPC)

By: _____
Title: _____

By: _____
Title: _____

EXECUTED _____, 20____

EXECUTED _____, 20____

ATTEST/WITNESS:

ATTEST/WITNESS:

By: _____
Title: _____

By: _____
Title: _____

Effective Date: 10/01/2009 Status: Effective
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RATE SCHEDULE PAL
PARK AND LOAN SERVICE
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EXHIBIT A - _____

SERVICE ORDER

Shipper:

Service Agreement (Contract No.):

This service order is entered into by Quest Pipelines (KPC) and Shipper pursuant to and under the service agreement identified above. This service order shall become effective on _____ and shall continue in full force and effect for an original term ending on _____. Quest Pipelines (KPC) and Shipper agree to the following terms of this service order:

Type of Service (Park or Loan):

Point(s) of Service:

Maximum Daily Quantity:

Total Transaction Quantity:

Negotiated or Discounted Rate (if any):

If you are in agreement, please indicate by executing below.

SHIPPER: _____
By: _____
Title: _____
Date: _____

Quest Pipelines (KPC)
By: _____
Title: _____
Date: _____

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-1019-000

Sheet Nos. 395 - 422 Sheet Nos. 395 - 422

Reserved for Future Use

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-394-000

First Revised Sheet No. 423 First Revised Sheet No. 423
Superseding: Original Sheet No. 423

LIST OF NON-CONFORMING SERVICE AGREEMENTS

American Warrior, Inc.	Interruptible Transportation Service Agreement
Atmos Energy Corporation (successor-in-interest to Greeley Gas Company)	Interruptible Transportation Service Agreement
Enbridge Marketing (US), LP (successor-in-interest to Midcoast Marketing, Inc.)	Interruptible Transportation Service Agreement
Flint Hills Natural Gas Gathering & Service Company, L.L.C.	Interruptible Transportation Service Agreement
M&M Exploration, Inc.	Interruptible Transportation Service Agreement
Oneok Gas Marketing Company	Interruptible Transportation Service Agreement
Seminole Energy Service, L.L.C.	Interruptible Transportation Service Agreement

